The City of

Boynton Beach

City Commission Agenda

Tuesday, October 18, 2022, 6:00 PM

GoToWebinar Online Meeting and City Hall Commission Chambers, 100 E. Ocean Avenue

Boynton Beach City Commission

Mayor Ty Penserga (At Large)
Vice Mayor Angela Cruz (District I)
Commissioner Woodrow L. Hay (District II)
Commissioner Thomas Turkin (District III)
Commissioner Aimee Kelley (District IV)

Daniel Dugger, City Manager
Michael Cirullo, City Attorney
Maylee DeJesús, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at
City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. Watch the meeting online, but not participate:

You may watch the meeting via the GoToWebinar platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

2. Watch the meeting online and provide public comment during the meeting:

To request to speak during the meeting, you can electronically "raise your hand" or type a question using the GoToWebinar platform. The meeting moderator will announce when it is your turn to speak or have your question addressed. Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. Openings

A. Call to Order - Mayor Ty Penserga

Roll Call

Invocation by Pastor Duane Roberts, Calvary Chapel

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. Other

A. Informational items by the Members of the City Commission.

3. Announcements, Community And Special Events And Presentations

A. Proclaim October 15 as White Cane Safety Day. The proclamation will be accepted by John Crossley, Vice President of the National Federation of the Blind (Palm Beach Chapter).

B. Proclaim the month of October as National Breast Cancer Awareness Month. The proclamation will be accepted by Lindsay Bennett, Senior Development Manager for the American Cancer Society.

C. Presentation by Morris G. "Skip" Miller, Vice Chair of the Housing Leadership Council of Palm Beach County on the County's potential Affordable Housing Bond on the November 2022 ballot.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. Administrative

A. Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

6. Consent Agenda

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. Legal Expenses - August 2022 - Information at the request of the City Commission. No action required.

B. **Proposed Resolution No. R22-146** - Approve a grant adjustment modification (GAM) for the 2020 Edward Byrne Justice Assistance Grant (JAG).

C. **Proposed Resolution No. R22-147** - Authorize the City Manager to sign all documents associated with the acceptance and subcontract agreement for the Florida Department of Transportation (FDOT) Florida Bicycle Pedestrian Focused Initiative: Communication and High Visibility Enforcement grant.

D. Approve an increase to the estimated annual expenditure of the City of Punta Gorda Agreement # R201711/SVC-TIRES/17/18 with Boulevard Tire Center in the amount of $500, increasing the

estimated annual expenditure from $70,000 to $70,500.

E. **Proposed Resolution No. R22-148** - Approve and authorize the Mayor to sign a First Amendment to Subrecipient Grant Agreement between the Department of Economic Opportunity (DEO) and the City of Boynton Beach (COBB) for Fire Station #2 Hardening Project, Agreement Number I0124.

F. **Proposed Resolution No. R22-149 -** Authorize the Mayor to sign all documents associated with the acceptance and grant agreement for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) for $43,663 subject to the approval of the City Attorney.

G. **Proposed Resolution No. R22-150**- Amend various FY 2022-23 Capital Project accounts. This request will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Funds (302 & 303) and the Utility Capital Improvement Funds (403 & 404).

H. **Proposed Resolution No. R22-141** Authorize City Manager to sign piggy-back agreement utilizing the City of Boca Raton invitation to bid (ITB)# 2022-007 with Partnership Landscaping, LLC for landscape maintenance services at the cemetery and mausoleum for an estimated annual cost of $74,200.00 for the extent of the contract. The City of Boca Raton's procurement process satisfies the City's competitive bid requirements. **(Postponed at the October 4, 2022 City Commission Meeting.)**

I. Approve the one-year extension for RFPs/Bids and/ or piggybacks for the procurement of services and/or commodities as described in the written report for October 18, 2022 - "Request for Extensions and/or Piggybacks Under $100,000."

J. Approve the purchase of Extreme Networks maintenance, and licensing from STEPcg of Covington, KY in the amount of $48,841.95, utilizing the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS. The State of Florida Alternate Contract complies with the City of Boynton Beach's competitive bid requirements.

K. Approve donation of $21,300 from the State and Justice Forfeiture Funds to the following non-profit agencies:

Connect to Greatness, Inc. ($3,800)
Seven Hillz Production Foundation ($1,000)
GDBC Entrepreneurship Institute ($3,000)
Scholar Career Coaching ($2,000)
Boynton Beach Little League ($2,000)
The Bill Tome Foundation for Kids & Families ($7,500)
National Coalition of 100 Black Women South PBCC, Inc. ($2,000)

L. Approve minutes from the September 22, 2022 City Commission Meeting and Second Budget Hearing, and October 4, 2022 City Commission Meeting.

7. <u>Consent Bids And Purchases Over $100,000</u>

A. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for October 18, 2022 - "Request for Extensions and/or Piggybacks."

B. Approve Amendment No.1 to Task Order UT-2C-03 with CDM Smith Inc. the amount of $320,940.00 for updating the Stormwater Master Plan (SWMP) for the City's Downtown Watershed in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope C awarded by City Commission on August 7, 2018 and renewed on August 20, 2022 .

C. **Proposed Resolution No. R22-142** - Authorize the City Manager to sign an Agreement and Business Associate Agreement with CareATC of Tulsa, OK to provide services required to manage an employee health care clinic, not to exceed $780,000 per fiscal year. **(Postponed at the October 4, 2022 City Commission Meeting.)**

D. **Proposed Resolution No. R22-143**- Approve the renewal of property, casualty, and workers' compensation insurance coverage through Florida Municipal Trust (FMIT) and authorize the City Manager to sign all required documents for the term of the policy: October 1, 2022 through September 30, 2023. **(Postponed at the October 4, 2022 City Commission Meeting.)**

E. **Proposed Resolution No. R22-151**- Approve Award of Bid No. UTL22-036 for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project and authorize the City Manager to sign an Agreement and issue a Purchase Order to the lowest responsive and responsible bidder, B&B Underground Construction Inc. of West Palm Beach, Florida, in the amount of $2,645,441.75 plus a 10% contingency of $264,544.18 if needed, for staff approval of change orders for unforeseen conditions, for a total expenditure of $2,909,985.93 and approve the Utilities Capital Improvement Plan (CIP) roll over of 2,178,478.00 and budget transfer of $731,507.93 for the project.

8. Public Hearing

6 p.m. or as soon thereafter as the agenda permits.

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **Proposed Resolution R22-145**- Declare the City owned vacant property (0.0458 acres) located at 319 NE 12th Avenue, PCN #08-43-45-21-20-002-0182, as surplus and direct staff on desired disposition process to follow.

9. City Manager's Report - None

10. Unfinished Business - None

11. New Business

A. Commission discussion on Advisory Boards reporting to the City Commission, requested by Commissioner Kelley.

B. **Proposed Resolution No. R22-144**- Approve and ratify the appointment of Adam Temple as Assistant City Manager - Development Services, pursuant to City Code of Ordinances, Chapter 2, Article II, Section 2-30(b). **(Postponed at the October 4, 2022 City Commission Meeting.)**

12. Legal

A. **Proposed Ordinance No. 22-018 - First Reading** - Approve modifications (CDRV 22-005) amending the Part III LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage.

B. **Proposed Ordinance No. 22-019 - First Reading** - Approve an ordinance of the City of Boynton Beach Florida amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification conflict severability and an effective date.

C. **Proposed Ordinance No. 22-020- First Reading** - An Ordinance of the City of Boynton Beach Florida amending Article III of Chapter 18 of the Boynton Beach Code of Ordinances entitled Municipal Police Officers' Retirement Trust Fund amending Section 18-164 to provide for pension contributions by drop members; amending Section 18-175 deferred retirement option plan to provide for 8-year drop; providing for codification conflict, severability, and an effective date.

D. **Proposed Ordinance No. 22-021 - First Reading** - An Ordinance of the City of Boynton Beach Florida amending Section 18-300 Creation of Consolidated Deferred Retirement Option Plan to exclude Police Officers and Firefighters and to update for recent changes to the IRS Code;

providing for codification conflict, severability, and an effective date.

E. **Proposed Ordinance No. 22-022 - First Reading** - Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses.

F. **Proposed Ordinance No. 22-023 - First Reading** - Amending Chapter 23, Taxation, Assessments and Fees, Article IV, Additional Homestead Exemption, Section 23-54 to increase the additional homestead exemption for low-income senior citizens from $25,000.00 to $50,000.00; and amending section 23-54 by creating a new Section 23-54(b)(3) to add an additional exemption for low-income long-term senior citizens.

G. **Proposed Ordinance No. 22-024 - First Reading** - Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations.

H. **Proposed Ordinance No. 22-017 - First Reading** - Tenant Notice and Bill of Rights Ordinance. **(Postponed at the October 4, 2022 City Commission Meeting.)**

13. Future Agenda Items

A. Discuss options for updating the Community Support Funds Policy - **November 1, 2022**

B. Draft Ordinance on Civility & Decorum **- November 1, 2022**

C. Discussion on Regulating Vacation Rentals **- November 1, 2022**

D. Report on the status of infrastructure within the City, requested by Mayor Penserga **- November 15, 2022**

E. Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - **January 2023.**

F. Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - **TBD**

14. Adjournment

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The city shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the city. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the city to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the city's web site. Information regarding items added to the agenda after it is published on the city's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proclaim October 15 as White Cane Safety Day. The proclamation will be accepted by John Crossley, Vice President of the National Federation of the Blind (Palm Beach Chapter).

Explanation of Request: It is important to spread awareness and educate the public about the White Cane Law to keep our City streets safe and provide safe spaces for pedestrians who are blind.

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Proclamation	Proclamation White Cane Safety Day

City of Boynton Beach

Proclamation

WHEREAS, walking is a great form of exercise and reduces carbon emissions; and

WHEREAS, pedestrian safety is very important. Greater awareness of the White Cane Law leads to safer, more attentive driving; and

WHEREAS, according to the 2020 U.S. Census, there are 42,950 people in Palm Beach County who reported having a vision difficulty; and

WHEREAS, the white cane, which every blind citizen of in our city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

WHEREAS, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a blind person carrying a white cane or guided by a guide dog; and

WHEREAS, drivers must always yield the right-of-way to persons who are blind. When a pedestrian is crossing a street or highway guided by a dog or carrying a white cane (or a white cane with a red tip), vehicles must come to a complete stop; and

WHEREAS, the National Federation of the Blind believes in the full capacity of blind people, and has the power, influence, diversity, and determination to help transform dreams into reality by acknowledging that blindness is not the characteristic that defines a person or their future. Every day the Federation raises the expectations of blind people, because low expectations create obstacles between blind people and their dreams.

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 15th day of October, as:

White Cane Safety Day

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 18th day of October, Two Thousand Twenty-Two.

_____

Ty Penserga, Mayor

ATTEST:

_____

Maylee De Jesús, City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proclaim the month of October as National Breast Cancer Awareness Month. The proclamation will be accepted by Lindsay Bennett, Senior Development Manager for the American Cancer Society.

Explanation of Request:

How will this affect city programs or services? This will have no affect on City programs or services.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Proclamation	Proclamation National Breast Cancer Awareness Month

City of Boynton Beach

Proclamation

WHEREAS, Breast Cancer Awareness Month began in 1985 as a partnership between the American Cancer Society and Imperial Chemical Industries Pharmaceuticals (AstraZeneca), and breast cancer is one of the most commonly diagnosed cancers among women; and

WHEREAS, many organizations, including the American Cancer Society and Susan G. Komen for a Cure, hold community events promoting awareness and make contributions to raise funds for research providing progress in how breast cancer is diagnosed and treated; and

WHEREAS, in 2021, more than 281,550 new cases of breast cancer are expected to be diagnosed; and

WHEREAS, nearly 42,000 women die from breast cancer each year in the United States; and

WHEREAS, increased breast cancer screening increases early detection; reduces death; increases life expectancy; decreases late-stage cancer diagnoses; and increases five-year survival rates; and

WHEREAS, the American Cancer Society recognizes that although great strides have been made in breast cancer awareness and treatment, there remains much more to be accomplished; and

WHEREAS, during National Breast Cancer Awareness Month, we recognize all those who know the anguish of breast cancer, and extend our heartfelt concern for all who share the pain and difficulties of this disease.

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of October 2022, as:

National Breast Cancer Awareness Month

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 4th day of October, Two Thousand Twenty-Two.

_____

Ty Penserga, Mayor

ATTEST:

_____

Maylee De Jesús, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Presentation by Morris G. "Skip" Miller, Vice Chair of the Housing Leadership Council of Palm Beach County on the County's potential Affordable Housing Bond on the November 2022 ballot.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:
The attached list contains vacancies on the various Advisory Boards, with the designated Commissioner having the responsibility for the appointment to fill each vacancy.

How will this affect city programs or services?
Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Alternatives:
Allow vacancies to remain unfilled.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Appointments and Applicants for 10-18-22
🗋	Attachment	Palermo, Stephen Building Board of Adjustment & Appeals
🗋	Attachment	Lopresto, Alexandria Recreation and Parks Board
🗋	Attachment	Pandev, Alison Recreation and Parks

Appointments and Applicants for October 18, 2022

Building Board of Adjustments and Appeals

IV	Kelley	Alt	1-year term

Applicant: Stephen Palermo

Education and Youth Advisory Board

IV	Kelley	Student	1-year term
Mayor	Penserga	Student	1-year term

Applicants: None

Historic Resources Preservation Board

IV	Kelley	Reg	2-year term
Mayor	Penserga	Alt	1-year term

Applicants: None

Library Board

Mayor	Penserga	Alt	1-year term

Applicants: None

Recreation and Parks Advisory Board

III	Turkin	Reg	2-year term

Applicants: Alexandria Lopresto
Alison Pandev

Stanzione, Tammy

From: City Clerk
Sent: Friday, September 30, 2022 8:14 AM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: 123FormBuilder <noreply@123formbuilder.com>
Sent: Tuesday, September 27, 2022 7:19 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

Today's date	09/27/2022
Name	stephen palermo
Phone number	561-374-0255
Address	1910 sw 14 th ave Boynton Beach FL 33426 United States
Email	
Current occupation or, if retired, prior occupation	retired
Education	
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Planning & Development 5 years
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Building Board of Adjustment & Appeals

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Retired Mechanical engineer. Familiar with many engineering standards. Served on HOA infrastructure committee, past Treasurer and Director. PBLCA Familiar with computer software apps, presentations and other. Volunteer Fireman. Play golf, fishing.
Professional Memberships	Inactive, ASME, AVS, SAE.
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 67.1.21.27 (United States) at 2022-09-27 18:19:09 on Chrome 105.0.0.0
Entry ID: 572
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Thursday, April 21, 2022 3:26 PM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application
Attachments: Ali_Lopresto_Resume_2021.docx

From: aml9889 <noreply@123formbuilder.com>
Sent: Thursday, April 21, 2022 2:47 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

Today's date	04/21/2022
Name	Alexandria Lopresto
Phone number	561-704-1718
Address	578 SW 25th Ave Boynton Beach Florida 33435 United States
Email	aml9889@yahoo.com
Current occupation or, if retired, prior occupation	Medical Sales Representative
Education	Bachelor's Hospitality Management & Minor in Public Relations
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	

Have you ever been convicted of a crime?	Yes
If "yes", when and where?	2009- DUI Seminole County
Advisory Board	Recreation & Parks Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am looking to get involved with the City that I was raised in and thought by joining one of the advisory boards that would be a great start. I am a very successful medical sales representative and currently work in the hospital setting calling on Neurosurgeons and Pediatric Endocrinologists. I served on the Delray Beach Youth Council in High school and several clubs in college at Florida International University. I love to attend the events in downtown Boynton Beach and feel with the new development on the horizon it would be great to get involved now. I also am involved in the Boat Parade and would love to get involved in more planning of events in our city.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=863d7f42981bf22535ac7cd943c90f62
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 99.71.174.148 (United States) at 2022-04-21 13:46:31 on Chrome 100.0.4896.75
Entry ID: 538
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Alexandria M. Lopresto

Cell phone: 561-704-1718
578 SW 25th Ave
Boynton Beach, FL 33435
AML9889@yahoo.com

Education

Florida International University, Miami, Fl
Bachelor of Science in Hospitality Management, Minor in Global Communications
Graduated May 2013
GPA: 3.0

Work Experience

Arbor Pharmaceuticals- South Florida
March 2020-Present
Hospital Sales Representative- Neurosurgery/Oncology/Biologic Injectables

- Sales and Marketing for three branded pharmaceutical products (Gliadel, Triptodur & Nymalize)
- Call points include Neurosurgeons, Neuor-oncologists, Hospitals, ICU, Pediatric Endocrinologists, Nursing Staff, Pharmacy Buyers and Clinical Nurse Educators.
- Presidents Club 2020- Winner ranked 2nd in the nation
- Arbor Star Award 2020

Bio Delivery Sciences- West Palm Beach, Florida
March 2019- March 2020
Territory Manager

- Sales and Marketing for two branded pharmaceutical products (Belbuca & Symproic)
- Call points included Pain Management, Internal Medicine and Neurology.
- Created strong relationships with Pain management practices in my territory to grow the baseline of Belbuca films.
- Educated physicians and staff on clinical benefits of both branded products as well as assisted with managed care pull through and prior authorizations.
- My first full quarter with BDSI (Q2 2019) I exceeded volume for TRx in any previous quarter in the history of the territory.
- Managed a territory with the geography of Boca Raton to Vero Beach.

Pernix Therapeutics –West Palm Beach, Florida
October 2014-February 2019
Pharmaceutical Specialty Sales Representative

- Sales and Marketing of four Branded Pharmaceutical Drugs (Zohydro ER, Silenor, Treximet, Khedezla) to Physicians in the following specialty fields: Internal Medicine, Psychiatry, Primary Care & Neurologists.
- Analyzed call and sales reports to establish more efficient and effective strategy
- Persuasive communication and interpersonal skills, adept with developing strong and successful relationships with clients
- Able to communicate scientific data clearly and concisely to all audiences, including MAs, nurses, nurse practitioners and physicians
- Held a 10+ call per day schedule with pharmacy visits
- Exceeded quarterly sales goals and demonstrated product growth within my territory
- Four quarters in a row exceeded goal of 100% to plan on all three products
- Since joining Pernix have held 30th in the company or better on national sales rankings based off a sales force of 200 reps

- FY 2017- Ranked #22 out 78 reps in the company
- FY 2016- Ranked #6 out of 34 reps in the company
- FY 2015- Ranked #29 out 200 reps in the company
- Consistently grew sales through account management for four products in the specialties of Internal Medicine, Pain Management, Primary Care & Neurology.
- Managed a territory from North Fort Lauderdale to Titusville, Florida.
- Member of the Pernix Advisory Council, a board comprised of 12 employees selected by the CEO to represent different areas of the company at quarterly meetings.

Pronova Corporation – Broward & Palm Beach County, Florida
July 2013-October 2014
Territory Manager

- Sales and Marketing of four Branded Pharmaceutical Drugs (Hemax, Obtrex, Obtrex DHA, Digex NF) to Physicians in the following Specialty fields: OB/GYN, Hematology/Oncology, Gastroenterology & Nephrology
- Analyzed call and sales reports to establish more efficient and effective strategy
- Persuasive communication and interpersonal skills, adept with developing strong and successful relationships with clients
- Able to communicate scientific data clearly and concisely to all audiences, including MAs, nurses, nurse practitioners and physicians
- FY 2013-Ranked #2 out of 25 Reps in the company
- FY 2014-Ranked #2 out of 25 Reps in the company
- Held a 10+ call per day schedule with pharmacy visits
- Exceeded quarterly and yearly sales goals and demonstrated product growth within my territory
- Consistently grew sales in four products in the specialties of OB/GYN, Hematology/Oncology, Gastroenterology, and Nephrology
- Held and maintained the second largest territory within Pronova Corporation

The Patton Group- Miami, Florida
Fashion/Event Production PR Intern

- Event Production- Various Clients- Fashion's Night Out
- Wrote press releases and pitch letters
- Created Media Kits, Time and Actions, Press clippings for clients
- Attended client events
- Worked Check In and Guest Lists for Client Events
- Media Alerts

Community Service & Leadership Roles

President **Delray Beach Youth Council,** 2006-2008

Soccer Buddy/ Captain, **Boca Raton Top Soccer Association,** 2006- Present

Team Captain, **Atlantic Community High School Women's Golf Team,** 2004-2008

Stanzione, Tammy

From: City Clerk
Sent: Monday, September 26, 2022 8:03 AM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: agpandev <noreply@123formbuilder.com>
Sent: Sunday, September 25, 2022 9:23 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

Today's date	09/25/2022
Name	Alison Pandev
Phone number	561-212-1479
Address	117 Lancaster rd Boynton Beach Fl 33426 United States
Email	agpandev@yahoo.com
Current occupation or, if retired, prior occupation	Accounting
Education	Bachelors in business management with focus on HR and bachelors in marketing
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board

If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I spend a lot of time at city of boynton beach parks. I have a child that has been enrolled in some programs. I have managed million dollar companies and projects throughout my career. I am PTA Vice President at my sons elementary school, Crosspointe elementary. I feel i could bring my experience to elevate the parks and Recs department to where they would like to go if I were to be chosen.
Professional Memberships	Notary association
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 73.46.25.173 (United States) at 2022-09-25 20:22:43 on iPhone 15.6.1
Entry ID: 571
Form Host: https://form.123formbuilder.com/583214/Advisory-Board-Appointment-Application

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Legal Expenses - August 2022 - Information at the request of the City Commission. No action required.

Explanation of Request: Outside counsel invoices received through Risk Management are also included.

How will this affect city programs or services? N/A

Fiscal Impact: Budgeted

Alternatives: N/A

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Attachment	Goren Cherof Doody & Ezrol August 2022 Invoices
Attachment	Goren Cherof Doody & Ezrol August 2022 Risk Litigation Invoices
Attachment	Johnson Anselmo - Estate of Davis August 2022
Attachment	Olds & Stephens - Smith vs Police Officers - Herny August 2022 Invoice
Attachment	Roberts Reynolds Geraci August 2022 Invoice
Attachment	Johnson Anselmo - August 2022 - adv. Ultimate Bakery
Attachment	Marrero & Wydler - Smith vs Police Officers August 2022
Attachment	Jones Foster Town Square litigation August 2022

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-0005370
STATEMENT NO: 43645

Attn: Lynn Swanson

Special Fire Assessment

			HOURS	
08/18/2022	MDC	prepare annual assessment resolution for 9/8 hearing	1.20	
08/30/2022	MDC	review information, misc telephone calls re: status of assessment matters	0.60	
		FOR CURRENT SERVICES RENDERED	1.80	405.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.80	$225.00	$405.00

TOTAL CURRENT WORK 405.00

BALANCE DUE $405.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-0603180
STATEMENT NO: 43646

Attn: Lynn Swanson

LABOR - General

			HOURS
08/01/2022	SHB	Telephone conference with DeGiulio re: pre-d and PRR matters. Review Mora pre-d documents and follow up with Goodrich.	1.30
08/02/2022	SHB	Attend pre-d at City Hall. Review additional IA documents.	3.90
08/03/2022	MDC	Call with Shana Bridgeman on status of PD labor matters.	0.20
	SHB	Various correspondence and follow up re: pre-d transcript.	0.20
08/04/2022	SHB	Receive and review Mora election of rights.	0.10
08/10/2022	MDC	Confer with Shana Bridgeman on status of pending employment matters	0.30
08/12/2022	SHB	Draft questions and telephone conference with Jim Stables and employee re: pre-d matters. Attend Mora pre-d conference at City Hall. Discuss various pending matters with Jim Stables. Review and approve appointment letters.	6.10
08/15/2022	MDC	review status of potential employee discipline matters	0.20
	SHB	Discuss discipline and litigation matters with MDC and GB. Review various discipline and municipal policies.	1.40
08/16/2022	SHB	Review discipline letter and send comments to Jim Stables.	0.80
	MDC	Call with Shana Bridgeman on pending matters	0.20
08/17/2022	SHB	Discuss discipline matters with Bruce Johnson. Discuss discipline matters with Jim Stables. Review and comment on Baldino investigation documents.	4.10
08/18/2022	MDC	confer with Shana Bridgeman on status of employee discipline matters	0.30
	SHB	Complete review of investigation and telephone conference with Julie Oldbury re: investigation matters. Telephone conference with MDC re: pending discipline matters. Discuss discipline matters with Jim Stables. Discuss discipline matters with Julie Oldbury.	2.50
08/19/2022	MDC	misc calls with Shana Bridgeman, review materials and correspondence on pending employee discipline matters	1.20
	SHB	Discuss various discipline matters with MDC. Discuss discipline matters with Julie Oldbury. Discuss EEOC matters with Julie Oldbury.	0.40

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-0603180

STATEMENT NO: 43646

LABOR - General

			HOURS	
08/22/2022	MDC	follow up on employee discipline matters, review information on City Manager process	0.30	
08/23/2022	MDC	review city manager selection process matters with Quentin re: special meeting	0.50	
	SHB	Review HR Investigation Cover Memo and send comments to Julie Oldbury.	0.10	
08/24/2022	MDC	confer with Quentin Morgan re: preparation for 8/30 meeting	0.20	
08/30/2022	QEM	Review and research selection process for City manager for special City Commission meeting.	1.00	
08/31/2022	MDC	review materials and misc telephone calls re: City Manager contract preparation, begin preparing form of agreement	1.60	
		FOR CURRENT SERVICES RENDERED	26.90	6,052.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	5.00	$225.00	$1,125.00
QUENTIN E. MORGAN	1.00	225.00	225.00
SHANA H. BRIDGEMAN	20.90	225.00	4,702.50

08/06/2022	Conference Prestige Reporting Service	645.00
08/11/2022	Conference Prestige Reporting Service	362.50
08/29/2022	Hearing Prestige Reporting Service	457.50
	Depo	1,465.00
	TOTAL ADVANCES THRU 08/31/2022	1,465.00
	TOTAL CURRENT WORK	7,517.50
	BALANCE DUE	$7,517.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-0806020
STATEMENT NO: 43647

Attn: Lynn Swanson

Red Light Cameras

			HOURS
08/01/2022	PE	Updated tracking log. Looked up cases 43 cases on the clerks website. Converted to PDF/A and E-filed 21 notices for 9/13/2022 hearing. Sent prose notices to printer for mailing.	7.00
08/02/2022	PE	Prepared attorney notices for 9/13/2022 hearing. Communicated with PD regarding returned notices.	1.70
08/03/2022	SHB	Review and approve NOIs.	0.40
	PE	Prepared remaining notices for 9/13/2022 hearing for SHB approval. Converted to PDF/A and e-filed. Sent prose notices to printer for mailing.	6.50
08/08/2022	PE	Updated tracking log. Sort organized and prepared 10 notices for 9/13/2022 hearing. Converted to PDF/A and e-filed. Sent prose notices to printer for mailing.	2.20
08/12/2022	PE	Sort organized and prepared notices for 10/12/22 hearing. Updated tracking log.	4.50
08/16/2022	PE	Made corrections to notices sent prose envelopes to printer for mailing. Changed date.	0.70
	SHB	Review and approve NOIs.	0.40
08/17/2022	PE	Converted 21 notices to PDF/A and e-filed. Sent prose notices to printer for mailing. Communicated returned mail with PD.	2.50
08/22/2022	PE	Updated tracking log sent returned mail to be approved for amendment and re-file.	1.00
08/23/2022	PE	Made corrections to amended notices. Converted to PDF/A and e-filed. Communicated with PD regarding violator addresses.	2.40
	SHB	Review and approve NOIs.	0.30
08/24/2022	SHB	Receive and review correspondence re: red light collection letter; review policy and follow up with City.	0.30
08/26/2022	PE	Sort and organized 10/12 subpoenas. Communicated with PD regarding returned addresses.	4.90
08/29/2022	PE	Updated tracking log. Prepared 4 notices for SHB approval and e-filed. Sent prose notices to printer for mailing. Looked up 58 notices in clerks website.	4.60

Red Light Cameras

		HOURS	
SHB	Discuss upcoming trials and subpoenas with staff. Receive and review returned notices; resend notices to new address. Receive and review NOIs.	0.40	
	FOR CURRENT SERVICES RENDERED	39.80	5,155.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.80	$225.00	$405.00
PATRICIA EUGENE	38.00	125.00	4,750.00

Photocopies	16.80
TOTAL EXPENSES THRU 08/31/2022	16.80
TOTAL CURRENT WORK	5,171.80
BALANCE DUE	$5,171.80

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9001821
STATEMENT NO: 43695

Attn: Lynn Swanson

General Matters

			HOURS
08/01/2022	QEM	Review of notes and attend agenda review staff meeting.	0.60
	QEM	Attend office hours and assist staff with various matters.	2.00
	SMS	Review public ad and notice requirements for demolition and repair of two properties; Review of Civil Plan and discussion related to possible TCE instead of hold harmless.	1.00
	SHB	Discuss Commission meeting matters with QEM. Various correspondence and discussion re: case settlement matters.	0.60
	GB	Telephone conference call with SHB regarding Commissioner Turkin's request for all settlements in 2021. Telephone conference calls with City regarding Commissioner Turkin's request for all settlements and losses in 2021. Compiled information and created a chart to respond to Commissioner Turkin's request for all settlements in 2021. Telephone conference call with City regarding Arts Agreement.	1.40
	MDC	Review and respond to emails.	0.30
	MDC	Phone call w Quentin Morgan re:: commission meeting.	0.30
08/02/2022	HN	Email exchange with Lynn Swanson re: Commissioner Turkin's question as to court losses.	0.20
	SHB	Follow up with Saleica re: PRR exemption matters. Review and sign appointment letter. Review and sign cemetery deeds. Attend City Commission Meeting.	3.30
	SMS	Call with staff and draft Temporary Construction Easement with WMI.	1.80
	QEM	Attend office hours; assist staff with various matters.	1.00
	QEM	Preparation for and attend City Commission meeting.	3.30
	MDC	Review and respond to emails.	0.30
	MDC	Miscellaneous review of public records request and agenda materials.	0.30
	GB	Emails with City regarding Commissioner Turkin requests for information concerning 2021 settlement and losses.	0.20
08/03/2022	MDC	Review and respond to emails.	0.30
	SHB	Discuss pending matters with MDC. Discuss chronic nuisance hearing matters with staff.	0.60
	QEM	Review and evaluation of public notice to water system request to publish; respond to staff with suggested revisions; review of follow-up discussion.	1.00
	SMS	Review and Correspondence related to Unity of Title.	0.50
	MDC	Miscellaneous phone calls on follow up from commission meeting.	0.70
08/04/2022	MDC	Review and respond to emails.	0.30

General Matters

			HOURS
	SMS	Review, correspondence, and revisions to Temporary Construction Easement with WMI; Review Partial Release of Lien; Call and discussion on Subpeona for Chris Roschek on Broward Case.	1.70
	QEM	Review of Summary of Actions for August 2, 2022 Commission Meeting; review of notes related to CAO items.	1.20
08/05/2022	MDC	Review and respond to emails; review status of agenda materials.	0.60
	SMS	Discussion and correspondence related to Subpoena of Chris Roschek; Call to discuss agenda item.	0.90
	QEM	Review and assist staff with agenda review and preparation.	3.00
	QEM	Review of Parkmobile agreement in preparation for meeting with staff; meet with staff re: agreement.	1.20
08/08/2022	MDC	Telephone conference call with Lynn Swanson to review status of pending items; review agenda materials for 8/16; review status of Torocsik public records request	1.00
	QEM	Continue review of agenda follow-up emails from staff; respond to staff re: agreements for agenda items.	1.00
	GB	Telephone conference call with City and insurance adjuster regarding Art Agreement.	1.40
	QEM	Review of email and public records request from Mr. Torocsik.	0.50
	SMS	Correspondence related to Chris Roschek Witness; Correspondence related to Easement with WMI.	0.60
08/09/2022	MDC	review emails on pending matters; review status of agenda items for 8/16 meeting	0.70
	QEM	Finalize and coordinate with staff agreement for Mid Atlantic piggy-back.	1.90
	SMS	Review of property and letter related to encroachment in easement; Correspondence related to witness testimony.	0.70
08/10/2022	MDC	review emails and agenda materials for 8/16 commission meeting, meet with Quentin Morgan on pending items from when MDC was away, meet with Interim City Manager on pending items, review documents for signature in City Attoreny's Office	3.90
	DS	Reviewed and revised assetworks saas agreement.	0.50
	QEM	Review and respond to staff re: Brass (WH22047) and Pipe (WH22048) Bid Legal Questions.	1.80
	QEM	Meeting with Mr. Cirullo re: pending matters.	0.80
08/11/2022	QEM	Review and revise AssetWorks SaaS; transmit a copy to Ms. Swanson for staff review.	1.50
	MDC	review emails on agenda items and decorum materials, review QPODD matters	0.80
08/12/2022	QEM	Review and evaluation of Parkmobile Agreement; telephone conference with Mr. Young re: matter; preparation of draft demand letter for matter.	1.50
	MDC	review correspondence on outcome of bequest to City Library; review emails on procurement inquiries	0.50
	SMS	Call to discuss Chat application; Review of Maintenance information for Park; Correspondences on Library Donation; Discussion related to Chat Application.	2.20
	SHB	Various correspondence re: chronic nuisance matters. Review evidence packet and meet with staff re: upcoming chronic nuisance hearing.	0.70

General Matters

			HOURS	
08/15/2022	MDC	review materials and agenda for 9/16 meeting, review request for sunshine law materials for boards; meet with City Manager on agenda, PBSO media release; review ordinance on sale of real property; review and approve form of published notices	3.40	
	GB	Emails with City regarding edits to Art Agreement. Received and reviewed potential sample Art Agreement. Began editing sample art agreement provided by insurance broker, David Daley.	1.50	
	QEM	Review and discuss Sunshine law outline for staff with Mr. Cirullo.	0.80	
	QEM	Discuss and review draft disclaimer language with Mr. Swartz re: internal staff chat application.	0.60	
	QEM	Review of pending agenda items; follow-up with Ms. Swanson re: items.	0.80	
	SMS	Discussion/review of surplus property; Discussion on review related to Chat Application disclaimer; Correspondence on temporary construction easement.	1.20	
	SHB	Chronic Nuisance - receive and review documents re: Vernon Thompson Trust and follow up with Gayla.	0.30	
08/16/2022	MDC	review emails regarding public records requests; review materials for commission meeting; meet with City staff on commission meeting guidelines; review agenda items for 9/8/22 meeting; prepare for and attend City Commission meeting	8.60	
	SMS	Draft Restoration Easement Agreement at Intracoastal Park and Inca Ponds.	2.20	n/c
	SHB	Attend City Commission Meeting.	4.00	
08/17/2022	MDC	misc follow up from City Commission meeting, review agenda items for 9/8 meeting	0.90	
	SHB	Attend chronic nuisance hearing at City Hall.	3.00	
	JFK	review correspondence re: public record request; research re: redaction and ADA requirements; telephone call & correspondence with Jennifer Hankins;	0.60	
	SMS	Review Subordination information for FDOT; Correspondence on Temporary Construction Easement.	0.50	
08/18/2022	MDC	review emails on pending commission matters, review agenda items	1.00	
	SMS	Research on HIPAA and subpeona; Review of Subordination requests; Review of presentation on building height.	2.70	
	QEM	Review of agenda item updates for A-1 Air Solution Amendment; follow-up with Ms. Swanson re: matter.	0.60	
	SHB	Reasonable accommodation: Receive and review various correspondence re: sale of Recreate Life. Review reasonable accommodation agreement and follow up with Mike Rumpf.	0.60	
08/19/2022	MDC	review special meeting matters, pending agenda items, review draft comment card forms	0.60	
	QEM	Review and evaluation of draft assignment agreement for Nacarato Trucks.	2.00	
	GB	Finalized Art Agreement and email to City and insurance broker agreement.	1.40	
	SMS	Review of presentation for P & D Board Meeting; Call, discussion, correspondence, and research related to subpoena and HIPAA; Discussion on Temporary Construction Easement.	2.10	
	QEM	Review of revised AssetWorks SaaS agreement from Ms. Swanson; respond with comments to Ms. Swanson re: matter.	1.10	
08/22/2022	GB	Email to City and insurance broker regarding art agreement.	0.10	

General Matters

			HOURS
	MDC	Call with Mike Rumpf on Costa Casta Center, review related materials; call with Lynn Swanson on pending matters; review status of City Manager special meeting	0.50
	QEM	Review and evaluation of email correspondence from staff re: AssetWorks SaaS agreement draft; make additional edits to draft agreement and foward to staff for review.	1.60
	QEM	Review and update draft correspondence and follow-up with staff re: park mobile demand letter.	0.70
	SMS	Discussion on P & D Board agenda item; Correspondence and discussion on Chat Application disclaimer; Review of revised mangrove restoration agreement; Correspondence related to Subordination of Utility interest.	1.60
08/23/2022	MDC	review email on development matters; review correspondence re: TRIM notice for city owned property; review status of agenda items for 9/8 meeting	1.20
	QEM	Review and respond to staff with comments re: Art in Public Places guidelines.	2.40
	QEM	Telephone conference with Mr. Cirullo and Ms. Oldbury re: CM search.	0.60
	SMS	Research on tax liability related to foreclosed property; Review of retention schedules for information related to Chat Application; Prepare for, and attend Planning and Development Board Meeting; Correspondence related to CRA Ship Program.	8.00
	JFK	correspondence with Jennifer Hankins, Charles Stevens re: public records request	0.20
	SHB	Discuss PRR matters with Julie Oldbury.	0.10
08/24/2022	SMS	Research owner builder exemption for LLC; Correspondence on fire rescue program.	1.60
	GB	Emails with City regarding Art Agreement.	0.10
	MDC	Review agenda materials for 9/8 meeting, meet with staff on pending items;	2.20
	QEM	Review and evaluation of Building Recertification draft documents; provide comments to staff for review.	4.40
	SHB	Reveiw PRR documents and discuss with MDC and Julie Oldbury.	1.10
	JFK	correspondence with Jennifer Hankins re: public record matters	0.20
08/25/2022	SHB	Review and revise Chronic Nuisance Order; transmit to Tanya Guim.	0.60
	MDC	review agenda items	1.00
08/26/2022	MDC	review agenda items for 9/8, meet with staff on Costa Costa parking and other development matters; review forms of notices with Lynn Swanson	2.70
	GB	Received and reviewed notice of citizens regarding sewer backups caused by tree roots. Emails with City and Tristar regarding the notice.	0.30
08/29/2022	MDC	review agenda items for 9/8 meeting	1.00
	QEM	Review and respond to staff re: Professional Health Administrator procurement project.	1.00
	GB	Telephone conference call with City regarding edits to Art Agreement. Implemented edits to Art Agreement and emailed revised agreement to City and insurance broker.	1.00
	SMS	Research on non-conforming uses and ordinance language.	0.60

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9001821

STATEMENT NO: 43695

General Matters

			HOURS	
08/30/2022	MDC	review materials re: height ordinance and call with city planning staff; confer with Quentin Morgan re: special meeting; review status of agenda, review agenda items for 9/8 meeting, review courtesy posted notice for change of meeting date	2.30	
	QEM	Review and evaluation of edited Ingram Library piggyback agreement and follow-up with staff re: matter.	2.00	
	QEM	Review and edit BAA for Professional Health Administrator.	1.60	
	QEM	Attend special City Commission meeting.	3.50	
	SHB	Attend City Commission meeting.	1.60	
	SMS	Correspondence on SHIP Agreement; Review of requested partial releases and ownership issues related to title request.	0.90	
08/31/2022	MDC	review 9/8 published agenda; call with code enforcement re: high ridge/bethesda drainage, call with attorney Barbara Hall on proposed height ordinance	1.20	
	QEM	Review and evaluation of comments from staff and agreement re: MALiA (Mid Atlantic Library Alliance).	1.20	
	QEM	Begin review of Agreement to Purchase Networking Equipment and Professional Services from Gray Matter Systems, LLC; correspond with staff re: matter.	1.60	
	SMS	Correspondence and review related to partial releases and ownership of property; Prepare for meeting with Parks and Recreation related to Intracoastal Park and Inca Ponds Restoration and additional facility agreement.	1.30	
	SHB	Review PRR documents and follow up with Julie Oldbury.	1.30	
	MDC	STATEMENT FOR PROFESSIONAL SERVICES RENDERED		
		FOR CURRENT SERVICES RENDERED	142.20	20,224.50
		Photocopies		
		TOTAL CURRENT WORK		20,224.50
		BALANCE DUE		$20,224.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9904950
STATEMENT NO: 43649

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS	
08/10/2022	MDC	confer with Quentin Morgan on Ultimate Bakery litigation	0.30	
	QEM	Review of Ultimate Bakery settlement offer; discuss with Mr. Cirullo.	0.50	
08/11/2022	QEM	Review of correspondence and updates re: Ultimate Bakery matter; correspond with staff and Mr. Hochman.	0.50	
08/12/2022	QEM	Continue review of Ultimate Bakery matter; discuss matter with Mr. Hochman.	1.40	
08/18/2022	MDC	Telephone conference call with Julie Oldbury re: Ultimate Bakery litigation	0.30	
	QEM	Review and discuss Ultimate Bakery matter with Ms. Oldbury and Mr. Cirullo.	0.60	
08/22/2022	MDC	Call with City staff re: Ultimate Bakery litigation, review and revise update memorandum to City Commission	0.60	
	QEM	Review of file and preparation of memorandum re: history of Ultimate Bakery matter; preparation for and meeting with staff re: status of matter.	3.80	
08/23/2022	QEM	Telephone conference with Mr. Hochman re: Ultimate matter; update confidential memorandum following discussion.	0.70	
	MDC	review status of Ultimate Bakery case and draft memo to Commission	0.20	
08/30/2022	QEM	Review and respond to Ms. Pinto re: RFP reject all bid form.	0.70	
		FOR CURRENT SERVICES RENDERED	9.60	2,160.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.40	$225.00	$315.00
QUENTIN E. MORGAN	8.20	225.00	1,845.00

TOTAL CURRENT WORK 2,160.00

BALANCE DUE $2,160.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905263
STATEMENT NO: 43652

Attn: Lynn Swanson

Town Square Development

			HOURS	
08/31/2022	DJD	Telephone conference with counsel for E2L	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	135.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	0.60	$225.00	$135.00

TOTAL CURRENT WORK	135.00
BALANCE DUE	$135.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905307
STATEMENT NO: 43653

Attn: Lynn Swanson

Colonial Estates Utility System

			HOURS	
08/17/2022	SMS	Review Agreements and attachments provided by Utilities.	0.70	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SEAN M. SWARTZ	0.70	$225.00	$157.50

TOTAL CURRENT WORK	157.50
BALANCE DUE	$157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905343
STATEMENT NO: 43655

Attn: Lynn Swanson

adv. Paradise Bank (Sefton, Howard & Beth, et.al.)

			HOURS	
08/19/2022	SHB	Receive and review various correspondence from attorney Jeff Eannarino re: code lien and utility lien. Review file and follow up with Code and Utilities.	0.60	
08/22/2022	SHB	Discuss lien matters with Erin Dunn. Follow up with atty Jeff Eannarino.	0.80	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.40	$225.00	$315.00

TOTAL CURRENT WORK	315.00
BALANCE DUE	$315.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905391
STATEMENT NO: 43656

Attn: Lynn Swanson

adv. Lindsey, Idella aka Lindsey, Idell, et., al.
(The Bank of NY Mellon, et., al.)

			HOURS	
08/19/2022	HN	Review of email re: bank's motion for writ of possession. Review of docket. Email to SHB.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905412
STATEMENT NO: 43659

Attn: Lynn Swanson

Mangrove Park - Lease from St. Mark's

			HOURS	
08/17/2022	MDC	update counsel for the diocese on status of city review; follow up with Andrew Mack	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905420
STATEMENT NO: 43660

Attn: Lynn Swanson

V. Goldberg, Howard (Risk Protection Order)

			HOURS	
08/01/2022	SHB	Receive and review signed order granting RPO extension; transmit to Det. Gorfido. Discuss hearing matters with GB.	0.20	
	GB	Prepared for and attended hearing on Motion for Extension RPO, plus travel time.	3.50	
		FOR CURRENT SERVICES RENDERED	3.70	832.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	3.50	$225.00	$787.50
SHANA H. BRIDGEMAN	0.20	225.00	45.00

Photocopies

08/01/2022	Hearing Prestige Reporting Service	150.00
	Depo	150.00
	TOTAL ADVANCES THRU 08/31/2022	150.00
	TOTAL CURRENT WORK	982.50
	BALANCE DUE	$982.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905432
STATEMENT NO: 43663

Attn: Lynn Swanson

Laurore, Iva and Renan (Code/Foreclosure)

			HOURS	
08/03/2022	KLE	Conference with Shana Bridgeman re: Nuisance Compliance	0.20	
	SHB	Discuss chronic nuisance release/case closure and bankruptcy matters with KLE and City staff.	0.30	
08/15/2022	KLE	Review Final Report of Estate	0.30	
		FOR CURRENT SERVICES RENDERED	0.80	180.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	0.50	$225.00	$112.50
SHANA H. BRIDGEMAN	0.30	225.00	67.50

TOTAL CURRENT WORK	180.00
BALANCE DUE	$180.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905433
STATEMENT NO: 43664

Attn: Lynn Swanson

v. Ho, Benjamin and Karen (Code/Foreclosure)

			HOURS	
08/08/2022	MDC	confer with Heather Needelman on status of Answer Brief	0.20	
08/16/2022	HN	Review of notice of hearing on city's motion for writ of possession.	0.10	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00
HEATHER NEEDELMAN	0.10	225.00	22.50

Photocopies	
TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905475
STATEMENT NO: 43666

Attn: Lynn Swanson

Landfill Closure

			HOURS	
08/30/2022	MDC	review correspondence from FDEP	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905495
STATEMENT NO: 43668

Attn: Lynn Swanson

Bamboo/Palmer Special Assessment

			HOURS	
08/18/2022	DS	Reviewed correspondence re: palmer and bamboo properties. Reviewed City Code Section 26-57 and 26-6. Discussed status of bamboo palmer properties with MDC.	0.90	
	MDC	confer with Danielle Schwabe on status of mandatory sewer connections	0.20	
08/19/2022	DS	Discussed status of bamboo palmer properties with P. Kellner.	0.50	
08/22/2022	DS	Discussed Bamboo and Palmer status with C. Roschek. Reviewed email to 3705 N. Federal Highway. Drafted Bamboo/Palmer Summary for MDC.	0.70	
08/24/2022	DS	Reviewed file and drafted email summary to MDC regarding status of compliance.	0.40	
08/25/2022	DS	Drafted email to C. Rosecheck re: Nigel Development.	0.20	
		FOR CURRENT SERVICES RENDERED	2.90	652.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00
DANIELLE SCHWABE	2.70	225.00	607.50

TOTAL CURRENT WORK	652.50
BALANCE DUE	$652.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905512
STATEMENT NO: 43669

Attn: Lynn Swanson

adv. Sterling Village Condominium (Duperault, Don)

			HOURS
08/08/2022	HN	Drafted index for hearing on City's Motion for Surplus Funds. Review of CIty's motion for surplus funds. Review of Section 162.12, Florida Statutes. Review of mail returned to us because Don Duperault no longer lives at address on court's file. Emailed Don Duperault the Notice of Hearing.	0.70
08/09/2022	HN	Drafted cover letter attached to binder for Judge Hafele. Review of City's motion, review of Sterling Land Trust's motion for surplus funds and Judge's order in preparation of hearing on City's motion for surplus funds on Monday. Email to other parties with electronic binder of what was sent to the judge.	1.50
08/12/2022	HN	Review of motions for surplus funds, orders, Section 162.12, Florida Statutes in preparation for hearing on Monday.	1.00
08/15/2022	HN	Preparation and attendance of hearing on the city's motion for surplus funds. Discussions with MDC. Drafted order. Emailed draft order to MDC for review. Review of MDC's edits on drafted order. Emailed order to counsel for the Sterling Land Trust. Email exchange with Jeff Siskind. Emails to MDC. Phone discussion with Don Duperault. Email proposed order to Don Duperault and Tatiana Duperault. Review of email from Don Duperault. Email exchange with MDC. Emailed MDC status of case.	4.50
	MDC	confer with HN on preparing for hearing, review and comment on proposed order granting City's motion	0.30
08/16/2022	HN	Review of email from Tatiana Duperault	0.10
	HN	Review of signed order and email to MDC with order.	0.10
08/18/2022	HN	Review of email from Hanna Nermine. Phone discussion with Tanya Guim. Discussion with MDC. Phone discussion with SHB. Review of motion for surplus funds and affidavit. Drafted email from Tanya to Hanna and emailed to SHB for review cc MDC for review. Email exchange with SHB. Emailed drafted email to Tanya Guim. Discussion with MDC. Phone discussion with Jeffrey Siskind.	3.40
	SHB	Various correspondence and discussion with HN and Tanya Guim re: lien matters.	0.30
08/19/2022	HN	Review of email from Hanna Nermine and email to MDC and SHB.	0.10
08/30/2022	HN	Review of Sterling Land Trust's Motion for a rehearing. Discussion with MDC. Phone discussion with Mara Fredrickson. Phone discussion with	

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905512

STATEMENT NO: 43669

adv. Sterling Village Condominium (Duperault, Don)

		HOURS	
	Sade Neuforth at Property Appraiser's Office. Email exchange with Sade. Discussion with MDC re: property appraiser's office discussion. Review of document form property appraiser's office. Drafted response in objection to the Trust's motion for rehearing.	2.60	
	FOR CURRENT SERVICES RENDERED	14.60	3,285.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50
HEATHER NEEDELMAN	14.00	225.00	3,150.00
SHANA H. BRIDGEMAN	0.30	225.00	67.50

08/09/2022	Fed Ex Federal Express	21.54
	Fed Ex	21.54
	TOTAL ADVANCES THRU 08/31/2022	21.54
	TOTAL CURRENT WORK	3,306.54
	BALANCE DUE	$3,306.54

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905525
STATEMENT NO: 43670

Attn: Lynn Swanson

v. JKM BTS Capital, LLC (Declaratory Action)

			HOURS
08/01/2022	MDC	Phone call w Quentin Morgan re: 8/02 executive session.	0.30
08/02/2022	QEM	Prepare for and attend executive session	1.00
08/03/2022	MDC	Call with Quentin Morgan to update on status following commission meeting.	0.20
08/04/2022	GB	Emails with Joanne O'Connor regarding JKM's deposition and case status. Emails with MDC regarding JKM's deposition.	0.30
08/09/2022	MDC	Telephone conference call with Tom Baird re: follow up on executive session	0.50
08/11/2022	MDC	review draft document	0.30
08/12/2022	MDC	review draft motion to continue, call with City Manager re: status	0.60
	GB	Received and reviewed Motion to Continue from Joanne O'Connor.	0.30
08/15/2022	MDC	review revised draft document from Tom Baird; and JKM counsel; prepare for and attend conference call with City co-counsel; attend call with city co-counsel and JKM counsel	2.50
	GB	Emails with MDC regarding settlement.	0.10
08/16/2022	MDC	review documents relating to litigation	0.80
	DJD	Conference with Michael D. Cirullo; review proposed document	1.20
08/17/2022	MDC	follow up with special counsel on shade meeting, status of JKM discussions, confer with DJ Doody and call with special litigation counsel	2.10
	DJD	Review proposed document participate in conference call with Special Counsel	1.80
08/18/2022	MDC	confer with DJD and review documents relating to case, call with JKM lawyers and City co-counsel	0.90
	DJD	Participate in conference call	0.80
08/19/2022	GB	Attended calendar call.	1.00
08/22/2022	MDC	review issues related to potential settlement matters	0.30
	DJD	Review proposal from Tom Baird; review issues potentially related to E2L	1.20

v. JKM BTS Capital, LLC (Declaratory Action)

			HOURS	
08/23/2022	DJD	Address open issues with JKM	0.80	
08/24/2022	MDC	review documents relating to status of negotiations, confer with DJ Doody and correspond with counsel for E2L	0.60	
	DJD	Address issues associated with E2L; address terms of negoations	0.80	
08/25/2022	MDC	Telephone conference call with special counsel, review revised documents	0.80	
	GB	Received and reviewed pre trial stipulation.	0.30	
	DJD	Telephone conference with Tom Baird and Joanne O'Connor; review negations and document	1.30	
08/26/2022	MDC	misc t/c on status of case and discussions with plaintiff	0.50	
08/28/2022	MDC	review emails and information on status of trial and discussions with developers	0.40	
08/29/2022	MDC	review status of discussions with potential new developer and prepare correspondence to co-counsel, confer with DJ Doody	0.60	
08/31/2022	MDC	Telephone conference calls regarding project	0.50	
		FOR CURRENT SERVICES RENDERED	22.80	5,130.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	7.90	$225.00	$1,777.50
MICHAEL D. CIRULLO	11.90	225.00	2,677.50
QUENTIN E. MORGAN	1.00	225.00	225.00
GAL BETESH	2.00	225.00	450.00

Photocopies

08/02/2022	Hearing - Prestige Reporting Service	955.00
	Depo	955.00
	TOTAL ADVANCES THRU 08/31/2022	955.00
	TOTAL CURRENT WORK	6,085.00
	BALANCE DUE	$6,085.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905552
STATEMENT NO: 43672

Attn: Lynn Swanson

Canal Maintenance Special Assessment

			HOURS	
08/18/2022	MDC	prepare and revise annual assessment resolution	1.00	
		FOR CURRENT SERVICES RENDERED	1.00	225.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.00	$225.00	$225.00

TOTAL CURRENT WORK	225.00
BALANCE DUE	$225.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905563
STATEMENT NO: 43673

Attn: Lynn Swanson

v. Joseph, Vessle Deon (RPO)

			HOURS	
08/31/2022	SHB	Various correspondence with Det. Gorfido re: new RPO for Joseph. Open new file.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	90.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.40	$225.00	$90.00

TOTAL CURRENT WORK	90.00
BALANCE DUE	$90.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905567
STATEMENT NO: 43674

Attn: Lynn Swanson

adv. Ho, Wing and Ho, Karen (Petition for Preliminary Injunction)

			HOURS
08/01/2022	HN	Drafting statement of the case in City's reply brief. Review of District Court's corrective order. Review of letter from clerk of 11th Circuit Court to Southern District Court.	1.70
08/02/2022	HN	Review of filings in 11th cir court.	0.20
	HN	Review of Monica Parkinson's message and email to Monica for status on liens attached to subject property.	0.30
08/03/2022	HN	Drafting summary of argument in Answer brief.	0.40
08/05/2022	HN	Research related to good cause standard, district court's discretion and abuse of discretion standard. Drafting standard of review and summary of argument sections of brief. Drafted argument Sections I and II. Review of case law re: abuse of discretion.	3.00
08/08/2022	HN	Review of motion for extension of time. Discussion with MJS re: Answer Brief.	0.30
08/09/2022	HN	Edits to Argument in Answer brief.	1.20
08/10/2022	MDC	meet with Heather Needelman and review status of Answer Brief and appendix	0.50
	HN	Meeting with MDC to discuss Appellant's brief. Edits to Answer brief. Research related to cases cited by appellants to support argument that they should have been granted an extension. Review and edits of motion for extension of Time. Email to MDC for review.	2.50
08/11/2022	HN	Discussion with MDC re: motion for extension of time. Edit to Motion. Review of clerk's order granting City's motion.	0.30
08/16/2022	HN	Comparison of Appellants' appendix and review of district court docket. Edits to answer brief.	2.10
08/17/2022	HN	Review of entire record from district court. Added language from record in procedural history in answer brief. Added more language re: standard of review on motion to dismiss. Started Drafting argument that the District Court properly dismissed the 7 counts in first amended complaint. Review of the court's orders dismissing complaints.	2.60
08/19/2022	HN	Drafting answer brief relating to Counts 5 and 6.	1.70

adv. Ho, Wing and Ho, Karen (Petition for Preliminary Injunction)

			HOURS	
08/23/2022	HN	Drafting answer brief. Review all cases cited in brief. Revising argument section to incorporate cases in Appellants' brief.	2.30	
08/24/2022	HN	Drafting answer brief and review of docket.	2.00	
08/25/2022	HN	Finished drafting first draft of answer brief. Emailed draft to MDC and GB.	3.20	
08/30/2022	GB	Email with Tristar regarding appeal status.	0.10	
	MDC	review draft Answer Brief and confer with Heather Needelman regarding status of appeal	0.70	
	HN	Meeting with MDC to discuss statement of facts in answer brief.	0.20	
08/31/2022	HN	Drafted memo relating to status of federal case.	0.40	
		FOR CURRENT SERVICES RENDERED	25.70	5,782.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.20	$225.00	$270.00
HEATHER NEEDELMAN	24.40	225.00	5,490.00
GAL BETESH	0.10	225.00	22.50

Photocopies	
TOTAL CURRENT WORK	5,782.50
BALANCE DUE	$5,782.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905587
STATEMENT NO: 43675

Attn: Lynn Swanson

Opioid Litigation

			HOURS	
08/18/2022	MDC	review correspondence regarding Palm Beach County MOU for assignment of settlement proceeds, contact counsel for Palm Beach County for clarification	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905620
STATEMENT NO: 43679

Attn: Lynn Swanson

adv. Prime Equity Holdings, LLC (Boynton Beach Hawks, Inc.)(Guy Entienne)

			HOURS	
08/04/2022	HN	Review of status of case and of notice of voluntary dismissal.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905631
STATEMENT NO: 43681

Attn: Lynn Swanson

Indoor Training Facility (PPP)

			HOURS	
08/24/2022	SMS	Discussion and revisions of terms into Agreement.	0.30	
08/26/2022	SMS	Review/revisions to Indoor Training Facility Agreement.	1.50	
		FOR CURRENT SERVICES RENDERED	1.80	405.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SEAN M. SWARTZ	1.80	$225.00	$405.00

TOTAL CURRENT WORK 405.00

BALANCE DUE $405.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/01/2022
ACCOUNT NO: 306-9905637
STATEMENT NO: 43260

Attn: Lynn Swanson

adv. Quantum Park POA - Robert Furr, Trustee (Bankruptcy)

			HOURS
08/01/2022	KLE	Review Notices of Appearance	0.20
08/02/2022	GB	Legal research regarding Plaintiff's claims in preparation for call with City Manager. Drafted outline of research.	3.70
08/03/2022	GB	Continued preparing for call with City Manager by conducting legal research regarding Plaintiff's claim and possible defenses. Telephone conference call with KLE regarding legal research. Left voicemail to opposing counsel regarding settlement with insurance company. Email to Malinda Hayes regard how many Defendants have retained her	4.00
	KLE	Conference with Gal Betesh to prepare for meeting with Chief Stables	0.70
08/04/2022	GB	Telephone conference call with KLE and City Manager regarding case update. Telephone conference with KLE regarding strategy moving forward.	0.50
	KLE	Prepare for and attend conference call with Chief Stables, review answer from 2500 Quantum LLC, Quantum Limited Partners, Ltd, review notices of appearance,	1.20
08/05/2022	GB	Emails with Malinda Hayes regarding defense group. Email to KLE providing update from Malinda.	0.20
	KLE	Review Motions to Dismiss, Corporate Ownership Statement Filed by Defendant Republic Western Investments Co, LLC.	0.60
08/08/2022	GB	Emails with opposing counsel regarding his settlement with insurance companies. Email to KLE providing update.	0.10
	GB	Telephone conference call and emails with opposing counsel regarding settlement. Telephone conference calls and emails with KLE regarding update. Telephone conference call with Malinda Hayes regarding defense team. Meeting with MDC regarding Malinda Hayes. Telephone conference with Interim City Manager regarding matter. Began drafting memo to Interim City Manager and City Commission regarding matter and outside counsel.	1.50
	KLE	Conference with Gal Betesh; review pleadings	0.60
08/09/2022	GB	Drafted memorandum to Interim City Manager and City Commission regarding lawsuit and recommendation to hire outside counsel. Email to MDC and KLE enclosing memo for their review. Email to opposing counsel regarding extension of time. Emails with KLE regarding motion for extension of time. Drafted City's Second Motion for Extension of Time to Respond to Complaint and Order Granting Motion. Email Motion and Order to KLE for approval. Meeting with KLE regarding edits to memo. Edits to memo and	

			HOURS
		email to MDC enclosing memo for his approval.	2.00
	KLE	Conference with Gal Betesh; conference with Cindy Dunn re: service on Florida's Department of Financial Services, review 2nd motion for extension of time and agreed order, review and revise memorandum to Chief Stables; review pleadings;	0.90
08/10/2022	GB	Emails with Malinda Hayes regarding engagement letter. Emails with MDC and KLE regarding engagement letter.	0.30
	KLE	Review engagement letter	0.20
08/11/2022	GB	Emails with Malinda Hayes regarding engagement letter and motion to dismiss. Emails with City regard engagement letter. Reviewed emails regarding QPPOD's budget.	0.40
	KLE	Email from and to Mike Cirullo re: QPODD Budget Ratification and lawsuit;	0.20
08/12/2022	KLE	Review pleadings;	0.30
08/15/2022	GB	Emails with Malinda Hayes regarding Motion to Dismiss and strategy moving forward. Emails and telephone conference call with KLE regarding Motion to Dismiss and strategy moving forward. Emails and meeting with MDC regarding Motion to Dismiss and strategy moving forward. Received and reviewed draft Motion to Dismiss and provided comments to Malinda Hayes.	1.00
	KLE	Review Answer and Affirmative Defenses to Complaint Filed by DTS Properties II, LLC, RMS Properties, LLC.; review and revise draft Motion to Dismiss from Malinda, conference with Gal Betesh; review Objections to Claims from Malinda; review Response to Complaint Filed by Defendant Duke PGC at Quantum 1-9, LLC; review QPOD Ordinance and Restrictive Covenants; review Motions to Dismiss	2.60
08/17/2022	KLE	Review Motion to Dismiss filed by Defendant Palamad, LLC	0.60
08/18/2022	MDC	Telephone conference call with bankruptcy counsel on status of case, potential settlement	0.20
	GB	Prepared for and participated in telephone conference call regarding status and settlement with MDC and attorney Malinda Hayes. Email to MDC and KLE enclosing filed Motion to Dismiss and Notice of Appearance by Malinda. Emails with Malinda Hayes regarding substitution of counsel.	0.80
	KLE	Review Joint Motion to Reconsider Order on Application to Employ by Palamad LLC and Parkside Townhomes HOA	0.80
08/19/2022	GB	Received and reviewed Motion to Reconsider appointing Irwin as attorney for Trustee. Email to KLE enclosing motion.	0.30
08/23/2022	GB	Emails with City regarding Order Setting Scheduling Conference and Establishing Procedures and Deadlines. Email to attorney Malinda Hayes regarding Order Setting Scheduling Conference and Establishing Procedures and Deadlines. Emails with attorney Malinda Hayes regarding settlement. Emails with MDC and KLE regarding settlement.	0.40
08/26/2022	GB	Emails with attorney Malinda Hayes regarding settlement. Received and reviewed settlement excel sheet. Conversations with MDC regarding settlement proposal.	0.30
	KLE	Review settlement from Malinda Hayes;	0.30

CITY OF BOYNTON BEACH

ACCOUNT NO: 306-9905637
STATEMENT NO: 43260

adv. Quantum Park POA - Robert Furr, Trustee (Bankruptcy)

			HOURS	
08/30/2022	MDC	review proposed settlement information and confer with Kerry Ezrol	0.30	
08/31/2022	MDC	review emails and pleadings on status of mediation and potential resolution of claims	0.20	
	GB	Emails with Malinda regarding settlement, possible mediation, and Plaintiff's Motion for Status Conference. Emails with KLE and MDC regarding settlement, possible mediation, and Plaintiff's Motion for Status Conference. Received and reviewed Plaintiff's Motion for Status Conference.	0.60	
	KLE	Review email from Melinda Hayes, conference with Gal Betesh	0.30	
		FOR CURRENT SERVICES RENDERED	26.30	5,917.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	9.50	$225.00	$2,137.50
MICHAEL D. CIRULLO	0.70	225.00	157.50
GAL BETESH	16.10	225.00	3,622.50

Photocopies

07/21/2022	Bankruptcy Mail Service	55.69
08/11/2022	Bankruptcy Mail Service	46.98
	Service Process	102.67
	TOTAL ADVANCES THRU 08/31/2022	102.67
	TOTAL CURRENT WORK	6,020.17
	BALANCE DUE	$6,020.17

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905642
STATEMENT NO: 43685

Attn: Lynn Swanson

v. Wunsch, Jeffrey (RPO)

			HOURS	
08/03/2022	SHB	Follow up with Det. Gorfido re: Respondent location and service of TRPO.	0.10	
08/11/2022	SHB	Receive and review FedEx confirmation; follow up with Det. Gorfido re: out-of-state service.	0.30	
08/12/2022	SHB	Follow up with Det. Gorfido re: out-of-state service of TRPO.	0.10	
08/15/2022	SHB	Telephone conference with Det. Gorfido re: hearing and out-of-state service. Prepare and file Notice of Voluntary Dismissal.	0.50	
		FOR CURRENT SERVICES RENDERED	1.00	225.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.00	$225.00	$225.00

08/10/2022	Fed Ex Federal Express	29.76
	Fed Ex	29.76
	TOTAL ADVANCES THRU 08/31/2022	29.76
	TOTAL CURRENT WORK	254.76
	BALANCE DUE	$254.76

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905643
STATEMENT NO: 43686

Attn: Lynn Swanson

v. Lochten, Emily (RPO)

			HOURS	
08/15/2022	SHB	Discuss case matters and possible service of Respondent.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905645
STATEMENT NO: 43688

Attn: Lynn Swanson

adv. Murphy, Michael (Arbitration)

			HOURS	
08/11/2022	SHB	Arbitration prep; discuss documents and hearing matters with Lynn Swanson and Oldbury.	0.30	
08/25/2022	SHB	Various correspondence from arbitrator and Julie Oldbury re: hearing matters. Receive and review hearing instructions. Arbitration preparation.	1.30	
		FOR CURRENT SERVICES RENDERED	1.60	360.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.60	$225.00	$360.00

TOTAL CURRENT WORK	360.00
BALANCE DUE	$360.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905646
STATEMENT NO: 43689

Attn: Lynn Swanson

adv. HSBC Bank (Telamore, Jacqueline)

			HOURS	
08/18/2022	HN	Review of complaint and the city's 2 code liens.	0.50	
08/26/2022	HN	Review of complaint, lien, drafted answer and affirmative defenses.	0.90	
	MDC	review and provide comments on Answer and Affirmative Defenses	0.20	
		FOR CURRENT SERVICES RENDERED	1.60	360.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00
HEATHER NEEDELMAN	1.40	225.00	315.00

TOTAL CURRENT WORK	360.00
BALANCE DUE	$360.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905647
STATEMENT NO: 43690

Attn: Lynn Swanson

adv. Sohn, Mark (Termination Grievance)

			HOURS	
08/18/2022	SHB	Various discussions with MDC Jim Stables, Julie Oldbury re: discipline matters.	1.50	
08/19/2022	SHB	Discuss various IA matters with MDC. Receive and review final termination letter. Receive and review Step 1 grievance; discuss with Julie Oldbury and MDC.	1.50	
08/30/2022	SHB	Follow up with Julie Oldbury re: status of response to grievance.	0.10	
08/31/2022	MDC	review information re: arbitration, confer with Shana Bridgeman on arbitration process	0.50	
	SHB	Receive arbitration panel. Various correspondence with PBA to coordinate striking of panel. Discuss case matters with MDC. Discuss case matters with Julie Oldbury.	1.10	
		FOR CURRENT SERVICES RENDERED	4.70	1,057.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.50	$225.00	$112.50
SHANA H. BRIDGEMAN	4.20	225.00	945.00

TOTAL CURRENT WORK	1,057.50
BALANCE DUE	$1,057.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905648
STATEMENT NO: 43691

Attn: Lynn Swanson

adv. FDOT - Parcel 117

			HOURS	
08/24/2022	KLE	Review documents;	0.60	
08/25/2022	KLE	Prepare for and attend meeting with Mike Cirullo	0.60	
08/26/2022	KLE	Email to Andrew Mack	0.10	
		FOR CURRENT SERVICES RENDERED	1.30	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	1.30	$225.00	$292.50

TOTAL CURRENT WORK	292.50
BALANCE DUE	$292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905649
STATEMENT NO: 43692

Attn: Lynn Swanson

adv. FDOT - Parcel 704

			HOURS	
08/24/2022	KLE	Review documents;	0.60	
08/25/2022	KLE	Prepare for and attend meeting with Mike Cirullo	0.60	
08/26/2022	KLE	Email to Andrew Mack	0.10	
08/30/2022	KLE	Prepare for and attend call with Andrew Mack	0.30	
		FOR CURRENT SERVICES RENDERED	1.60	360.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	1.60	$225.00	$360.00

TOTAL CURRENT WORK	360.00
BALANCE DUE	$360.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905190
STATEMENT NO: 43651

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
08/01/2022	GB	Emails with opposing counsel regarding Lex Eugene's continued deposition.	0.10	
08/03/2022	GB	Emails with opposing counsel regarding Lex Eugene's deposition. Emails with MDC regarding Lex Eugene's deposition.	0.20	
08/25/2022	GB	Received and reviewed Plaintiff's Supplemental Request for Production. Began reviewing file to ascertain what was previously produced in preparation for responding.	1.20	
08/30/2022	GB	Began drafting responses to Plaintiff's Supplemental Request for Production.	0.20	
		FOR CURRENT SERVICES RENDERED	1.70	787.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.70	$463.24	$787.50

TOTAL CURRENT WORK	787.50
BALANCE DUE	$787.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905310
STATEMENT NO: 43654

Attn: Lynn Swanson

adv. Philson, Tammi A.
(Personal Injury-Carolyn Sims Center)

Billing Category: 18 - RLO
Claim #001470000440GB

			HOURS	
08/05/2022	GB	Began reviewing Plaintiff's response to City's Request for Production.	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	135.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.60	$225.00	$135.00

TOTAL CURRENT WORK	135.00
BALANCE DUE	$135.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905392
STATEMENT NO: 43657

Attn: Lynn Swanson

adv. Alves Fernandes, Bruno Henrique (MVA)

Billing Category: 18 - RLO
Claim #19762606

			HOURS
08/03/2022	GB	Telephone conference call with KLE regarding indemnification cross claim. Legal research regarding common law indemnification.	0.60
08/04/2022	GB	Continued legal research regarding common law indemnification. Drafted Cross Claim against Bruno. Legal research regarding leave to amend answer. Drafted Motion for Leave to Amend Answer and Affirmative Defenses. Drafted Amended Answer and Affirmative Defenses. Filed Motion for Leave to Amend. Emails with opposing counsel regarding agreed order on Motion for Leave to Amend. Emails with City and Tristar regarding Bruno's contact information. Began drafting letter to Bruno regarding indemnity.	4.00
08/05/2022	GB	Drafted proposed Agreed Order Granting the City's Motion for Leave to Amend. Emailed proposed Agreed Order to opposing counsel. Finalized letter to Bruno regarding indemnification.	1.20
08/08/2022	GB	Emails with opposing counsel regarding insurance policy and City's Motion for Leave to Amend Affirmative Defenses.	0.20
08/09/2022	GB	Emails with opposing counsel regarding Motion for Leave to Amend Answer and Affirmative Defenses. Drafted, filed a served Notice of Hearing on City's Motion for Leave to Amend Answer and Affirmative Defenses.	0.50
08/23/2022	GB	Telephone conference call with Bruno regarding indemnification letter.	0.30
08/24/2022	GB	Emails with City and Tristar regarding phone call with Bruno and Cross-Complaint. Emails with opposing counsel regarding City's Motion for Leave to Amend Answer and Affirmative Defenses. Edits to proposed Agreed Order Granting the City's Motion for Leave to Amend Answer and Affirmative Defenses. Emails with opposing counsel regarding Agreed Order Granting the City's Motion for Leave to Amend Answer and Affirmative Defenses. Drafted letter to Judge enclosing proposed agreed order for signature. Drafted and filed notice of cancellation of hearing.	0.90
08/25/2022	GB	Put Cross Complaint in final form and drafted Summons.	0.30

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905392

STATEMENT NO: 43657

adv. Alves Fernandes, Bruno Henrique (MVA)

			HOURS	
08/29/2022	GB	Telephone conference call with City regarding cross-complaint against Bruno. Emails with City and Tristar regarding call from Geico.	0.30	
08/30/2022	GB	Email to JA regarding agreed order granting Leave to Amend Answer and Affirmative Defenses.	0.10	
		FOR CURRENT SERVICES RENDERED	8.40	1,890.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	8.40	$225.00	$1,890.00

Photocopies

08/30/2022	Efiling Clerk of Court Palm Beach County	410.00
	Efiling	410.00
08/05/2022	Fed Ex Federal Express	19.75
08/09/2022	Fed Ex Federal Express	18.37
08/15/2022	Fed Ex Federal Express	29.36
	Fed Ex	67.48
	TOTAL ADVANCES THRU 08/31/2022	477.48
	TOTAL CURRENT WORK	2,367.48
	BALANCE DUE	$2,367.48

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905403
STATEMENT NO: 43658

Attn: Lynn Swanson

adv. Quigley, Theresa (Trip and Fall)

Billing Category: 18 - RLO
Claim #20180501-01

			HOURS	
08/03/2022	GB	Received and reviewed trial order.	0.30	
08/12/2022	GB	Began reviewed all documents produced by Defendants and Plaintiff in preparation for Plaintiff's deposition.	2.60	
08/18/2022	GB	Received and reviewed Ferrovial's answers to Plaintiff's interrogatories.	0.20	
08/23/2022	GB	Emails with opposing counsel regarding Plaintiff's mediation. Emails with opposing counsel regarding request for copies.	0.30	
08/26/2022	GB	Drafted Motion to Continue Certain Trial Deadlines. Emails with opposing counsel regarding Motion.	0.50	
08/29/2022	GB	Emails with opposing counsel regarding Motion to Continue Certain Trial Deadlines. Finalized and filed Motion to Continue Certain Trial Deadlines. Received and reviewed Defendant Ferrovial Services responses to Plaintiff's discovery requests. Prepared for Plaintiff's deposition.	3.00	
08/30/2022	GB	Continued preparing for Plaintiff's deposition. Emails with opposing counsel regarding discovery and rescheduling Plaintiff's deposition.	1.40	
08/31/2022	GB	Drafted proposed Agreed Order Granting City's Motion for Continence of Certain Trial Deadlines. Emails with opposing counsel regarding Order.	0.40	
		FOR CURRENT SERVICES RENDERED	8.70	1,957.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	8.70	$225.00	$1,957.50

Photocopies
TOTAL CURRENT WORK 1,957.50

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905403

STATEMENT NO: 43658

adv. Quigley, Theresa (Trip and Fall)

BALANCE DUE	$1,957.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905421
STATEMENT NO: 43661

Attn: Lynn Swanson

adv. McFadden, Patrick (K9 Injuries)

Billing Category: 18 - RLO
Claim #19779868

			HOURS	
08/11/2022	GB	Began drafting mediation statement in appeal matter.	1.40	
08/12/2022	GB	Finalized mediation summary and emailed it mediator.	1.70	
08/18/2022	GB	Received and reviewed Order dismissing appeal for lack of prosecution. Email to City and Tristar regarding order. Emails with mediator regarding dismissal of case.	0.40	
08/30/2022	GB	Email to City regarding status of appeal and Motion to Tax Costs.	0.10	
		FOR CURRENT SERVICES RENDERED	3.60	810.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	3.60	$225.00	$810.00

Photocopies
TOTAL CURRENT WORK 810.00

BALANCE DUE $810.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905423
STATEMENT NO: 43662

Attn: Lynn Swanson

adv Mata Chorwadi Inc - Homing Inn Federal Lawsuit

Billing Category: 18 - RLO
Claim #19780873

			HOURS
08/01/2022	MDC	Review email from 11th Circuit CA and order regarding oral argument; confirm receipt of order per direction of 11th circuit clerk.	0.40
08/02/2022	SHB	Discuss case matters and compliance matters with Adam Temple. Follow up re: contingent lien encumbrance program.	0.30
08/03/2022	GB	Received and reviewed topics to prepare for oral arguments from appellate court.	0.30
08/10/2022	MDC	review materials for oral argument, confer with Shana Bridgeman on potential resolution of case	0.20
08/12/2022	MDC	review materials to continue preparing for oral argument	0.30
08/24/2022	GB	Emails with SHB and MDC regarding sales documents for Homing Inn received by Erin Dunn. Received and reviewed sales documents for Homing Inn received by Erin Dunn. Meeting with MDC regarding sales documents for Homing Inn received by Erin Dunn. Telephone conference call with Erin Dunn regarding sales documents for Homing Inn. Emails with Erin Dunn regarding sales documents for Homing Inn.	1.20
	MDC	review information on sale of property and possible effect on appeal	0.30
	SHB	Various correspondence and discussion with staff re: sale of property.	0.30
08/26/2022	MDC	review email request for information from 11th Circuit, respond with requested information; review rules applicable to oral argument; research and review cases and briefs on issue directed by court to address at oral argument	1.70
	SHB	Discuss chronic nuisance and property sale matters with staff.	0.30
08/28/2022	MDC	review cases on due process and continue reviewing information relating to oral argument	0.50
08/29/2022	MDC	review information on status of compliance with nuisance abatement agreement, sale of property; misc t/c with city staff, and review correspondence to confirm information on fines or amounts due to the city and update on status of appeal	1.20

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905423

STATEMENT NO: 43662

adv Mata Chorwadi Inc - Homing Inn Federal Lawsuit

			HOURS	
	GB	Meeting with MDC regarding sale of Homing Inn and possible settlement. Telephone conference call with City and MDC regarding regarding sale of Homing Inn and possible settlement.	0.50	
08/30/2022	GB	Telephone conference call with MDC regarding money owed to City for Homing Inn utilities. Email to City regarding settlement. Email to opposing counsel regarding settlement.	0.30	
		FOR CURRENT SERVICES RENDERED	7.80	1,755.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	4.60	$225.00	$1,035.00
GAL BETESH	2.30	225.00	517.50
SHANA H. BRIDGEMAN	0.90	225.00	202.50

Photocopies	
TOTAL CURRENT WORK	1,755.00
BALANCE DUE	$1,755.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905444
STATEMENT NO: 43665

Attn: Lynn Swanson

adv. Estella, Jean (MVA)

Billing Category: 18 - RLO
Claim #19798151

			HOURS	
08/02/2022	GB	Drafted second letter to Estella regarding motion to compel discovery responses.	0.30	
08/11/2022	GB	Finalized and filed motion to compel discovery. Drafted and sent letter to Estella regarding setting motion to compel discovery for hearing.	0.70	
08/18/2022	GB	Drafted and filed Notice of Hearing for City's Motion to Compel. Drafted and sent out letter to Plaintiff enclosing Notice of Hearing and Motion.	0.50	
08/19/2022	GB	Drafted and sent letter to Judge enclosing material for Motion to Compel.	0.30	
08/29/2022	GB	Drafted Motion for Continence of Certain Trial Deadlines. Drafted letter to Plaintiff enclosing Motion for Continence of Certain Trial Deadlines to confer in good faith. Mailed letter to Plaintiff.	0.70	
08/30/2022	GB	Prepared for Motion to Compel hearing.	1.30	
08/31/2022	GB	Attended hearing on the City's Motion to Compel. Drafted Order Granting Motion to Compel. Drafted letter to judge enclosing Order Granting Motion to Compel.	1.40	
		FOR CURRENT SERVICES RENDERED	5.20	1,170.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	5.20	$225.00	$1,170.00

Photocopies

08/02/2022	Fed Ex Federal Express	20.02
08/11/2022	Fed Ex Federal Express	20.06
08/18/2022	Fed Ex Federal Express	15.10
08/19/2022	Fed Ex Federal Express	14.23

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905444

STATEMENT NO: 43665

adv. Estella, Jean (MVA)

Fed Ex	69.41
TOTAL ADVANCES THRU 08/31/2022	69.41
TOTAL CURRENT WORK	1,239.41
BALANCE DUE	$1,239.41

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905492
STATEMENT NO: 43667

Attn: Lynn Swanson

adv. Flake, Natalie (MVA)

Billing Category: 18 - RLO
Claim #20818346

			HOURS	
08/01/2022	GB	Drafted and filed Notice of Compliance with Request for Copies. Served Plaintiff with documents requested.	0.30	
08/02/2022	GB	Emails with opposing counsel regarding case management conference.	0.10	
08/03/2022	GB	Emails with opposing counsel and Court regarding setting matter for trial.	0.10	
08/10/2022	GB	Began drafting deposition summary for Plaintiff.	0.80	
08/12/2022	GB	Received and reviewed trial order. Email to opposing counsel regarding motion for continuance.	0.30	
08/19/2022	GB	Telephone conference call with City regarding strategy moving forward.	0.30	
08/22/2022	GB	Drafted notice of production from non party and subpoena duces tecum to Dr. Packer. Began drafting deposition summary for Plaintiff's deposition.	3.50	
08/23/2022	GB	Continued deposition summary for Plaintiff's deposition.	2.00	
08/24/2022	GB	Telephone conference call with Zach Sharp (potential witness). Attended case management conference. Received and reviewed trial order setting trial in March 2023.	1.10	
08/25/2022	GB	Emails with opposing counsel regarding Dr. Jacobs' CME reports. Emails with opposing counsel regarding mediation. Emails with City regarding mediation. Drafted Notice of Compliance and served CME reports on Plaintiff.	0.90	
08/26/2022	GB	Received and reviewed documents produced by GM Financial in response to subpoena. Drafted and served Notice of Compliance with Flake's request for copies of GM Financial subpoena documents. Drafted and filed subpoena to Flake's car insurance and notice of request from non-party.	2.10	
		FOR CURRENT SERVICES RENDERED	11.50	2,587.50

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905492

STATEMENT NO: 43667

adv. Flake, Natalie (MVA)

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	11.50	$225.00	$2,587.50

Photocopies

08/09/2022	Service Process Compass Investigations	85.00
08/23/2022	Service Process Compass Investigations	40.00
	Service Process	125.00
	TOTAL ADVANCES THRU 08/31/2022	125.00
	TOTAL CURRENT WORK	2,712.50
	BALANCE DUE	$2,712.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905549
STATEMENT NO: 43671

Attn: Lynn Swanson

adv Federick, Carolyn
Personal Injuries – Trip and Fall Sidewalk Injuries

Billing Category: 18 - RLO
Claim #21851368

			HOURS	
08/04/2022	GB	Attended hearing on Plaintiff's counsel Motion to Withdraw. Began drafting First Request for Production and First Set of Interrogatories to Plaintiff.	1.00	
08/05/2022	GB	Drafted First Request for Production and First Set of Interrogatories to Plaintiff.	1.50	
08/30/2022	GB	Attended hearing on Plaintiff's Counsel Motion to Withdraw.	0.50	
		FOR CURRENT SERVICES RENDERED	3.00	675.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	3.00	$225.00	$675.00

Photocopies	
TOTAL CURRENT WORK	675.00
BALANCE DUE	$675.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905590
STATEMENT NO: 43676

Attn: Lynn Swanson

adv. Adamsky, Florence

Billing Category - 18 RLO
Claim #21868900

			HOURS	
08/05/2022	GB	Emails with City regarding proposed settlement. Telephone conference call with City regarding settlement offer.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	112.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.50	$225.00	$112.50

TOTAL CURRENT WORK	112.50
BALANCE DUE	$112.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905594
STATEMENT NO: 43677

Attn: Lynn Swanson

FDOT- GCME Water Main Damage

Billing Category: 18 - RLO
Claim #21870606

			HOURS
08/01/2022	GB	Telephone conference call to FDOT regarding public records request. Emails to FDOT regarding public records request.	0.20
08/02/2022	GB	Emails with KLE regarding Corrlier Engineering retaining counsel. Email to FDOT regarding public records request.	0.20
	KLE	conference with Gal Betesh re: status	0.30
08/03/2022	GB	Emails with City regarding meeting with FDOT, AECOM, GCME and Corrlier Engineering.	0.10
08/05/2022	GB	Emails with City regarding meeting with FDOT, Corrlier Engineering, AECOM, and GCME. Email to KLE regarding update from City.	0.20
	KLE	Conference with Gal Betesh, review email from Chris Roschek re: minutes of meeting;	0.40
08/08/2022	GB	Emails with City and Tristar regarding status call, minutes for meeting with City, FDOT, AECOM and GCME. Reviewed minutes and provided comments. Reviewed AECOM proposal and provided comments. Email to KLE regarding documents.	0.90
08/09/2022	GB	Received and reviewed draft minutes from August 30, 2022 meeting with City, AECOM, Corrlier Engineering, FDOT and GCME. Email to client regarding minutes. Received and reviewed KLE's comments to minutes from August 30, 2022 meeting with City, AECOM, Corrlier Engineering, FDOT and GCME. Replied to certain comments made by KLE regarding minutes. Email to City regarding KLE's questions about minutes from August 30, 2022 meeting with City, AECOM, Corrlier Engineering, FDOT and GCME.	0.50
08/11/2022	GB	Telephone conference call with City and Tristar regarding claim update. Drafted letter to potential defendants regarding update and preservation of evidence request. Emails with City and Tristar regarding GCME and FDOT's insurance. Reviewed GCME's insurance policy for limits.	2.80
08/15/2022	GB	Email with KLE regarding letter to potential defendants. Email to City and Tristar enclosing letter for their review and approval.	0.20

FDOT- GCME Water Main Damage

			HOURS	
08/18/2022	GB	Emails with City regarding edits proposed by GCME to minutes from August 5, 2022 meeting. Emails with KLE regarding edits proposed by GCME to minutes from August 5, 2022 meeting. Finalized demand letters to FDOT, Collier Engineering, GCME and Florida Department of Financial Services. Telephone conference call with adjuster for GCME regarding claim. Email to City regarding request from GCME's insurance, meeting with County & approval by Commission.	2.00	
	KLE	Review emails from Gal Betesh and conference with Gal Betesh	0.60	
08/19/2022	GB	Meeting with MDC regarding request to bid to fix water main in next Commission meeting. Telephone conference call with City regarding deadline to add items on next agenda for Commission meeting. Emails with City regarding adding request to go out and bid to fix water main in next Commission meeting.	0.50	
08/22/2022	KLE	Conference with Gal Betesh; review emails from Chris Roschek	0.30	
08/23/2022	GB	Emails with City regarding damages and status update. Telephone conference call with City and Tristar regarding status, damages and AECOM. Telephone conference call with KLE regarding request for additional information from GCME's insurance adjuster.	1.10	
	KLE	Review documents from Chris Roschek; conference with Gal Betesh	0.40	
08/24/2022	GB	Emails with FDOT regarding public records request. Received and reviewed agreements provided in response to public records request.	1.20	
08/25/2022	KLE	Review email from Chris Roschek, conference with Gal Betesh;	0.40	
08/26/2022	GB	Emails with City regarding meeting with County regarding lane closure.	0.10	
	GB	Telephone conference call with City regarding agenda item for approval of AECOM change order. Emails with City regarding meeting with County approving closure of lanes to fix water main. Reviewed comments from County regarding permit approvals to close lanes.	0.50	
	KLE	Review emails from Gal Betesh and Chris Roschek;	0.40	
08/29/2022	GB	Reviewed agenda item for AECOM task order approval. Emails with MDC regarding agenda item.	0.20	
08/31/2022	GB	Received and reviewed emails from FDOT in response to public records request. Emails with City regarding emails produced by FDOT. Emails with KLE regarding emails produced by FDOT. Telephone conference call with GCME's attorney regarding status.	1.10	
	KLE	Review FDOT public records documents from Gal Betesh, conference with Gal Betesh	0.40	
		FOR CURRENT SERVICES RENDERED	15.00	3,375.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	3.20	$225.00	$720.00
GAL BETESH	11.80	225.00	2,655.00

CITY OF BOYNTON BEACH

09/07/2022

ACCOUNT NO: 306-9905594

STATEMENT NO: 43677

FDOT- GCME Water Main Damage

TOTAL CURRENT WORK	3,375.00
BALANCE DUE	$3,375.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905607
STATEMENT NO: 43678

Attn: Lynn Swanson

adv. Estate of Stanley Davis III

Billing Category: 18 - RLO
Claim #22874044

			HOURS	
08/15/2022	GB	Prepared for call with SHB and MDC. Telephone conference call with SHB and MDC regarding memo. Reviewed employee personnel file. Email and telephone conference call with SHB regarding review of personnel file.	3.00	
		FOR CURRENT SERVICES RENDERED	3.00	675.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	3.00	$225.00	$675.00

TOTAL CURRENT WORK 675.00

BALANCE DUE $675.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905627
STATEMENT NO: 43680

Attn: Lynn Swanson

Shaun James, Mark Sohn, Andrew Berben and Cory Herny adv. Joseph Smith

Billing Category: 18 - RLO
Claim # 22885543

			HOURS	
08/04/2022	GB	Email to MDC regarding mediation.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	22.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.10	$225.00	$22.50

TOTAL CURRENT WORK	22.50
BALANCE DUE	$22.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905633
STATEMENT NO: 43682

Attn: Lynn Swanson

v. Beeline Telekom-Damage to Watermain

Category 18
RLO

			HOURS	
08/18/2022	GB	Received and reviewed 811 ticket and email to City regarding ticket.	0.20	
08/19/2022	GB	Telephone conference call with City regarding 811 ticket and strategy moving forward.	0.40	
08/25/2022	GB	Emails with City regarding 811 ticket.	0.10	
08/29/2022	GB	Telephone conference call with City regarding 811 ticket and how to proceed.	0.50	
		FOR CURRENT SERVICES RENDERED	1.20	270.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.20	$225.00	$270.00

TOTAL CURRENT WORK 270.00

BALANCE DUE $270.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905640
STATEMENT NO: 43683

Attn: Lynn Swanson

Fire Department Vehicle #807-Date of Incident 6/21/22

Billing Category No. 18 - RLO

			HOURS	
08/08/2022	GB	Telephone conference calls with City regarding lease for Fire Truck. Reviewed lease and edits thereto.	1.00	
08/18/2022	GB	Received and reviewed signed lease agreement for fire truck. Email to City regarding lease.	0.10	
		FOR CURRENT SERVICES RENDERED	1.10	247.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.10	$225.00	$247.50

TOTAL CURRENT WORK	247.50
BALANCE DUE	$247.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905641
STATEMENT NO: 43684

Attn: Lynn Swanson

v. Margarita Mastrodomenico (Trip and Fall on 12/23/21)

Billing Category No. 18 - RLO

			HOURS	
08/18/2022	GB	Legal research regarding City's duty to repair sidewalks when the City does not have actual knowledge of damage.	1.70	
08/22/2022	GB	Emails with Tristar regarding City's duty to repair sidewalks when it does not have actual knowledge of defects.	0.30	
		FOR CURRENT SERVICES RENDERED	2.00	450.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	2.00	$225.00	$450.00

TOTAL CURRENT WORK	450.00
BALANCE DUE	$450.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905644
STATEMENT NO: 43687

Attn: Lynn Swanson

v. Nancy Cole (Trip and Fall)

Billing Category No. 18 - RLO

			HOURS	
08/22/2022	GB	Legal research regarding duty of the City to repair sidewalks when the City does not have actual knowledge of the defects. Email to Tristar regarding legal research.	1.60	
		FOR CURRENT SERVICES RENDERED	1.60	360.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	1.60	$225.00	$360.00

TOTAL CURRENT WORK	360.00
BALANCE DUE	$360.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905650
STATEMENT NO: 43693

Attn: Lynn Swanson

adv. Priscilla Boatman (MVA)

Billing Category No. 18 - RLO

			HOURS	
08/31/2022	GB	Reviewed new file documents.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

09/07/2022
ACCOUNT NO: 306-9905651
STATEMENT NO: 43694

Attn: Lynn Swanson

adv. Moodie Clovis (Sewer Backup Claim)

Billing Category No. 18 - RLO

			HOURS	
08/31/2022	GB	Reviewed documents for new claim.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK 67.50

BALANCE DUE $67.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

September 02, 2022

Billed Through 08/31/2022

Invoice 72537 / EBJ 00281 42070

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Shannon Thompson and Stanley Davis, Jr., for Estate of Stanley Davis III vs.
City of Boynton Beach (Tristar claim no.: 22874044)

FOR PROFESSIONAL SERVICES RENDERED:

08/12/2022	EBJ	Review correspondence from Karen Klein requesting status report	0.20
08/12/2022	EBJ	Review file and prepare status report to Karen Klein and City	0.40
08/17/2022	EBJ	Telephone conferences with Julie Oldbury concerning status of civil claim and discussion concerning proceedings against Officer Mark Sohn	0.70
08/17/2022	EBJ	Review proposed memorandum concerning pre-determination hearing, conference with Assistant City Attorney Shana Bridgeman, Esq., concerning administrative proceedings	1.00
08/19/2022	EBJ	Telephone conference with Mike Cirullo, Esq., regarding anticipated decision by City Manager of discipline of Officer Sohn and effect on potential lawsuit	0.40
08/19/2022	EBJ	Telephone conference with Mike Cirullo, Esq., regarding status of discipline on Officer Sohn	0.30
08/19/2022	EBJ	Additional conferences with City attorney concerning City's position on charges against Officer Sohn	0.60
08/19/2022	EBJ	Review City's decision on discipline based upon administrative charges as it relates to Officer Sohn; submit same to Jasmine Rand, Esq., attorney for claimant	0.70
08/19/2022	EBJ	Review correspondence from Julie Oldbury with City Manager’s decision concerning Officer Sohn	0.20
08/19/2022	EBJ	Prepare correspondence to Jasmine Rand, Esq., regarding City Manager's determination concerning Officer Sohn	0.20
08/20/2022	EBJ	Review correspondence from Mike Cirullo, Esq., regarding City Manager's decision concerning Officer Sohn	0.20

	Total Professional Services:			$1,102.50
	Johnson, E. Bruce	4.90	225.00	$1,102.50

DISBURSEMENTS

08|31|2022	Printing and Imaging Services	6.30
	Total Expenses Advanced:	$6.30

Summary:

Total professional services	$1,102.50
Total expenses incurred	+$6.30
Total Amount Billed	$1,108.80
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$1,108.80**

OLDS & STEPHENS, P.A.
312 Eleventh Street
P. O. Box 4523
West Palm Beach, FL 33401

Invoice submitted to:
Julie Oldbury, IPMA-SCP, CLRP
Director of Human Resources and
Risk Management
Human Resources and Risk
Management
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

September 04, 2022
In Reference To: Client/Insured: Boynton Beach
Claimant: Smith
Claim No.:
Date/Loss:

Invoice # 10168

TAXPAYER I.D. NO.:
65-0385869

Professional Services

			Hrs/Rate	Amount
8/4/2022	DS	Reviewed emails confirming client's availability for mediation	0.10 250.00/hr	25.00
	DS	Receipt and review of Notice of Selection of Mediator	0.10 250.00/hr	25.00
	DS	Receipt and review of Notice of Mediation	0.10 250.00/hr	25.00
	DS	Receipt and review of Order granting Joint Motion for Extension to file a Reply	0.10 250.00/hr	25.00
	DS	Review and analysis of Proposed Reply Supporting Motion to Dismiss	0.80 250.00/hr	200.00
	DS	Review and analysis of Conspiracy case law	1.50 250.00/hr	375.00

			Hrs/Rate	Amount
8/5/2022	DS	Worked on timeline for stop and search	0.70 250.00/hr	175.00
8/8/2022	DS	Worked on draft for Reply supporting dismissal	1.00 250.00/hr	250.00
8/11/2022	DS	Review and analysis of material provided by client in preparation for meeting with client	2.60 250.00/hr	650.00
	DS	Conference with client to discuss case status and strategy	0.90 250.00/hr	225.00
	DS	Preparation of Public Records Request to State Attorney	0.30 250.00/hr	75.00
8/16/2022	DS	Review and preparation for drafting a Status Report	2.30 250.00/hr	575.00
	DS	Drafted Status Report	0.70 250.00/hr	175.00
8/18/2022	DS	Began reviewing State Attorney's file	3.70 250.00/hr	925.00
8/23/2022	DS	Preparation of email responding to Plaintiff's request for an extension re: Initial Disclosures	0.10 250.00/hr	25.00
	DS	Receipt and review of email from Plaintiff's counsel requesting an extension on Initial Disclosures	0.10 250.00/hr	25.00
8/24/2022	DS	Reviewed documents produced by State Attorney	2.30 250.00/hr	575.00
8/28/2022	DS	Analyzed State Attorney's records and considered how to get those that were helpful into evidence	1.30 250.00/hr	325.00
	DS	Continued analyzing State Attorney's file records	0.90 250.00/hr	225.00

			Hrs/Rate	Amount
8/29/2022	DS	Receipt and review of email from Plaintiff's counsel re: Plaintiff's Initial Disclosures	0.10 250.00/hr	25.00
		For professional services rendered	19.70	$4,925.00
		Previous balance		$10,025.00
8/22/2022		Payment - thank you. Check No. #10142		($8,675.00)
8/31/2022		Payment - thank you. Check No. #10160		($1,350.00)
		Total payments and adjustments		($10,025.00)
		Balance due		$4,925.00

User Summary

Name	Hours	Rate	Amount
DON STEPHENS	19.70	250.00	$4,925.00

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: claims@bbfl.us
P.O. Box 310
Boynton Beach, FL 33425-0310

September 15, 2022
Bill No. 67766

CLIENT: City of Boynton Beach 032
MATTER: Geraci v. Zeller 19132

Adj: Julie Oldbury

BILL FOR FEES AND COSTS THROUGH 08/31/22

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
08/01/22	Preparation of e-mail to Plaintiffs' counsel Eiss re: special set hearing on Zeller's Motion to Dismiss.	LHR	0.20
08/01/22	Receipt and review of email response from Plaintiffs' counsel Eiss re: special set hearing on Zeller's Motion to Dismiss.	LHR	0.20
08/01/22	Preparation of second email to Plaintiffs' counsel Eiss re: special set hearing on Zeller's Motion to Dismiss.	LHR	0.20
08/01/22	Receipt and review of two email responses from Plaintiffs' counsel Eiss re: special set hearing on Zeller's Motion to Dismiss.	LHR	0.20
08/01/22	Preparation of third email to Plaintiffs' counsel Eiss re: special set hearing on Zeller's Motion to Dismiss.	LHR	0.10
08/02/22	Receipt and review of Court's executed Order Specially Setting Remote Hearing on Defendant Zeller's Motion to Dismiss.	LHR	0.20
08/02/22	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order Specially Setting Remote Hearing on Defendant Zeller's Motion to Dismiss.	LHR	0.20
08/02/22	Receipt and review of e-mail from City Paralegal Lynn Swanson re: advising Jim Cherof has retired and Mike Cirullo is new City Attorney for Boynton Beach.	LHR	0.20
08/02/22	Preparation of email response to City Paralegal Lynn Swanson re: acknowledging and confirming Jim Cherof has retired and Mike Cirullo is new City Attorney for Boynton Beach.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	1.70	185.00	314.50
	Total Professional Services	**1.70**		**$314.50**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**314.50**
Balance Forward:		152.00
Payments & Adjustments:		-152.00
Total Due:	**$**	**314.50**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **67766**
Bill Date: **September 15, 2022**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **19132**
Matter Name: **Geraci v. Zeller**

Total Professional Services		314.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**314.50**
Balance Forward:		152.00
Payments & Adjustments:		-152.00
Total Due:	**$**	**314.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$314.50**

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

September 26, 2022

Billed Through 08/31/2022

Invoice 72761 / JLH 00281 42094

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Ultimate Bakery and Pastry, Inc. vs. City of Boynton Beach (22879963)

FOR PROFESSIONAL SERVICES RENDERED:

08/09/2022	JLH	Letter to counsel for Plaintiff regarding delay in response to July 19 settlement proposal	0.30
08/09/2022	JLH	Legal research regarding potential claim for unlawful detainer and to secure possession of premises at issue	1.50
08/09/2022	JLH	Letter to City officials regarding legal description of properties to support effort to secure possession of premises from Plaintiff	0.30
08/09/2022	JLH	Review letter from Plaintiff's counsel regarding settlement response on August 10	0.20
08/10/2022	JLH	Review Plaintiff's August 10 settlement counterproposal	0.80
08/10/2022	JLH	Letter to City representatives regarding Plaintiff's settlement terms	0.20
08/10/2022	JLH	Telephone conference with City representatives regarding rejection of Plaintiff's proposal and preparation of City's August 10 revised settlement agreement	0.40
08/10/2022	JLH	Prepare revised settlement agreement and letter to City representatives; review approval for issuance	0.80
08/10/2022	JLH	Prepare letter to counsel for Plaintiff regarding rejection of Plaintiff's settlement proposal and City's counterproposal	0.40
08/10/2022	MLJ	Review correspondence from Kathleen Daly, Esq., regarding changes made by Peter Torocsik to the proposed settlement agreement; review and analyze proposed changes	0.30
08/11/2022	JLH	Review location information for Ocean Front Park property and analysis of issues for potential writ of possession	0.50
08/11/2022	JLH	Review location information for Links Golfcourse location and analysis of issues for potential writ of possession	0.50

08/12/2022	JLH	Telephone conference with Quentin Morgan regarding proposed complaint to secure possession of the premises, scheduling of executive session, and additional conference call over settlement	0.50
08/12/2022	JLH	Extended telephone conference with counsel for Plaintiff regarding settlement options and Plaintiff's request for additional time	0.70
08/12/2022	JLH	Letter to City representatives regarding settlement strategy and litigation strategy	0.30
08/12/2022	JLH	Telephone conference with counsel for Plaintiff regarding extension of settlement deadline through August 15	0.10
08/12/2022	JLH	Revise settlement agreement to reflect final revisions accepted by City	0.30
08/12/2022	JLH	Letter to counsel for Plaintiff regarding extended deadline through August 15 and requirement of Plaintiff to vacate premises	0.30
08/15/2022	JLH	Review rejection letter from Plaintiff and demand for non-termination assurance; prepare memo to file regarding City's litigation options	0.70
08/15/2022	JLH	Review letter from Lynn Swanson regarding request for positive reference by Lola Torocsik	0.20
08/20/2022	JLH	Additional legal research regarding claims against Ultimate Bakery for unlawful detainer, use of summary procedure, and limitation on defences associated with claims for possession of property	1.50
08/22/2022	JLH	Review proposed summary for presentation to City Commission for executive session	0.60
08/23/2022	MLJ	Prepare revisions to propose complaints seeking possession of premises	0.50
08/24/2022	JLH	Review pretrial order issued by Judge Kastrenakes	0.80
08/26/2022	JLH	Letter to City representatives regarding June 2023 trial and September 14, 2022 hearing on motion to dismiss	0.20
08/28/2022	JLH	Review letter from Quentin Morgan regarding status of City's consideration of settlement agreement and affirmative claims to recover possession	0.10
08/29/2022	JLH	Review letter from City regarding notice of cancellation of request for proposal from vendors on concessionaire agreement for Links Gold Course and Oceanfront Park	0.30
08/30/2022	JLH	Review correspondence regarding follow-up on City's proposed withdrawal of requests for proposal to bidders	0.20

	Total Professional Services:		$3,037.50
Hochman, J L	12.70	225.00	$2,857.50
Johnson, Melissa L.	0.80	225.00	$180.00

DISBURSEMENTS

08|31|2022	Printing and Imaging Services	18.20

Total Expenses Advanced:	$18.20

Summary:

Total professional services	$3,037.50
Total expenses incurred	+$18.20
Total Amount Billed	$3,055.70
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$3,055.70**

Marrero & Wydler

Douglas Centre, PH-4
2600 Douglas Road
Coral Gables, FL 33134

September 18, 2022

TAX I.D. 03-0486999

Telephone: 305-446-5528
Fax: 305-446-0995

Julie Oldbury, Director of Human Resources and Risk Manageme
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beaach, FL 33435

Invoice No. 4348

In Reference To: Smith, J. v. Shaun James, et al.
Our File No.: 39-7995

Professional Services

			Hours	Amount	Amount
8/1/2022	LW	Rec and rev e-mail from Nicole Sauvola-LaMay re proposed mediation dates	0.20	$28.00	$28.00
8/4/2022	LW	Rec and rev notice of selection of mediator and scheduling mediation	0.20	$28.00	$28.00
	LW	Rec and rev e-mail exchange re mediation dates	0.20	$28.00	$28.00
8/5/2022	LW	Rec and rev order granting joint motion for extension of time to file reply in support of motion to dismiss	0.20	$28.00	$28.00
8/8/2022	LW	Rec and rev e-mail from Ann Breeden re initial disclosures; rec and rev response from Nicole Sauvola-LaMay	0.20	$28.00	$28.00
8/10/2022	LW	Rec and rev notice of taking video deposition of Joseph Smith	0.20	$28.00	$28.00
	LW	Draft e-mail to Ann Breeden re reply; rec and rev response	0.30	$42.00	$42.00
	LW	Rec and rev e-mail from Ann Breeden re edits to reply	0.10	$14.00	$14.00
	LW	Rec and rev e-mail exchange re date for initial disclosures	0.20	$28.00	$28.00
	LW	Rec and rev e-mail exchange re dates for Plaintiff's deposition	0.20	$28.00	$28.00
8/11/2022	LW	Draft e-mail to Ann Breeden re revisions to reply; rec and rev response	0.20	$28.00	$28.00
8/15/2022	AFD	Draft Rule 26 disclosures	2.00	$240.00	$240.00

			Hours	Amount		Amount
8/16/2022	AFD	Draft (continued) Rule 26 disclosures	1.00	$120.00		$120.00
8/23/2022	LW	Rec and rev e-mail from Nicole Sauvola-LaMay re initial disclosures	0.10	$14.00		$14.00
8/29/2022	LW	Rec and rev e-mail from Nicole Sauvola-LaMay re initial disclosures	0.10	$14.00		$14.00
		For professional services rendered			**5.40**	**$696.00**
		Previous balance				**$11,210.50**
9/1/2022		Payment - Thank You				($3,014.00)
		Total payments and adjustments				**($3,014.00)**
		Balance due				$8,892.50

Timekeeper Summary

Name	Hours	Rate
Andrei F. Dambuleff	3.00	120.00
Lourdes E. Wydler	2.40	140.00

PLEASE MAKE CHECKS PAYABLE TO MARRERO & WYDLER

JONES FOSTER P.A.

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401-5950

561 659 3000 T
jonesfoster.com

Tax I.D. 59-1292566

City of Boynton Beach
c/o Michael D. Cirullo, Jr.
100 E Ocean Ave
Boynton Beach, FL 33435

August 31, 2022
Invoice No. 256015
File No. 29049.00002
TJB

City of Boynton Beach v. JKM BTS Capital LLC

REMITTANCE COPY

TOTALS FOR THIS STATEMENT

	RATE/HR.	HOURS	AMOUNT
JOANNE M. OCONNOR	350.00	19.60	$6,860.00
MINDY HALLEY-PARA	245.00	0.80	$196.00
THOMAS J. BAIRD	350.00	27.50	$9,625.00

TOTAL FEES THIS INVOICE	$16,681.00
TOTAL COSTS ADVANCED THIS INVOICE	$17.11
TOTAL CHARGES THIS INVOICE	**$16,698.11**
PREVIOUS BALANCE	$0.00
TOTAL ACCOUNT BALANCE	**$16,698.11**

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

PAYMENTS RECEIVED AFTER THE PREPARATION OF THIS INVOICE WILL NOT BE REFLECTED. IF AN UNPAID PRIOR BALANCE IS DISPLAYED ABOVE AND YOU HAVE RECENTLY REMITTED PAYMENT, PLEASE PAY ONLY THE CURRENT INVOICE CHARGES.

THANK YOU

DUE UPON RECEIPT

JONES FOSTER P.A.

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401-5950

561 659 3000 T
jonesfoster.com

Tax I.D. 59-1292566

City of Boynton Beach
c/o Michael D. Cirullo, Jr.
100 E Ocean Ave
Boynton Beach, FL 33435

August 31, 2022
Invoice No. 256015
File No. 29049.00002
TJB

City of Boynton Beach v. JKM BTS Capital LLC

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FOR PROFESSIONAL SERVICES RENDERED:

DATE	INDV	DESCRIPTION OF SERVICES	HOURS	AMOUNT
08/01/22	JMO	TEL CALL T BAIRD RE USE OF CHILLERS, HIS CALL WITH C GROFF	0.20	70.00
08/01/22	JMO	TEL CALL T BAIRD, J STABLES, A MACK RE SHADE MEETING	1.00	350.00
08/01/22	JMO	TEL CALL T BAIRD, K MARKOW, M STEMPLER RE POTENTIAL FOR SETTLEMENT	0.30	105.00
08/01/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH QUENTIN MORGAN RE COMMISSION MEETING; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW RE SETTLEMENT PROPOSAL; TELEPHONE CONFERENCE WITH ASSISTANT CITY ATTORNEY QUENTIN MORGAN; TELEPHONE CONFERENCE WITH COLIN GROFF; TELEPHONE CONFERENCE WITH ATTORNEYS MARKOW & STEMPLER RE SETTLEMENT PROPOSAL; TELEPHONE CONFERENCE WITH CITY MANAGER STABLES, ASSISTANT CITY MANAGER MACK AND ASSISTANT CITY ATTORNEY MORGAN; RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM ANDREW MACK AND CHILLED WATER SERVICE AGREEMENT	4.00	1,400.00
08/01/22	JMO	REVIEW DRAFT CHILLED WATER TEMPLATE, EMAIL FROM A MACK	0.20	70.00
08/02/22	JMO	TRAVEL TO AND ATTEND SHADE MEETING; CONFER T BAIRD RE SETTLEMENT, TRIAL STATUS	2.50	875.00
08/02/22	JMO	REVIEW TRIAL CALENDAR AND DEADLINES	0.30	105.00
08/02/22	TJB	PREPARATION FOR ATTORNEY CLIENT SESSION; TELEPHONE CONFERENCE WITH ANDREW MACK RE CHILLERS; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW RE SETTLEMENT; TELEPHONE CONFERENCE WITH ATTORNEY MARKOW; TRAVEL TO AND ATTEND ATTORNEY CLIENT MEETING	5.00	1,750.00
08/03/22	JMO	TEL CALL M STEMPLER, K MARKOW, T BAIRD RE SETTLEMENT	0.20	70.00
08/03/22	JMO	EMAIL STEMPLER RE CANCELLING JKM/MARKEY DEPOSITION	0.10	35.00
08/03/22	TJB	TELEPHONE CONFERENCE WITH ATTORNEYS MARKOW & STEMPLER	0.30	105.00

08/04/22	TJB	ATTENTION TO THE CANCELLATION OF MARKEY'S DEPOSITION; WORK ON JKM DRAFT SETTLEMENT AGREEMENT	1.50	525.00
08/04/22	JMO	MULTIPLE EMAILS OPPOSING COUNSEL RE CANCELLING JKM DEPOSITION SUBJECT TO NON-WAIVER; PREPARE NOTICE OF CANCELLATION	0.20	70.00
08/04/22	JMO	EMAILS G BETESH RE STATUS	0.10	35.00
08/08/22	TJB	WORK ON STIPULATION OF SETTLEMENT; EMAIL CORRESPONDENCE TO CITY ATTORNEY CIRULLO	0.50	175.00
08/09/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRULLO; TELEPHONE CONFERENCE WITH CITY ATTORNEY CIRULLO; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW (2XS)	0.50	175.00
08/10/22	JMO	REVISE SETTLEMENT AGREEMENT	1.80	630.00
08/10/22	JMO	DRAFT MOTION CONTINUE TRIAL AND EMAIL BAIRD, CIRULLO RE SAME	0.60	210.00
08/11/22	JMO	EMAILS WITH COUNSEL FOR E2L RE INQUIRIES ABOUT SETTLEMENT	0.10	35.00
08/11/22	TJB	REVIEW DRAFT OF SETTLEMENT AGREEMENT & DEVELOPMENT AGREEMENT; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW; EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRULLO; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY ALLISON RE E2L (3XS)	0.80	280.00
08/12/22	JMO	EMAILS WITH STEMPLER, CIRULLO; FURTHER REVISIONS TO MOTION TO CONTINUE	0.20	70.00
08/12/22	TJB	REVIEW JOINT MOTION TO CONTINUE TRAIL; MAKE REVISIONS TO THE PROPOSED MOTION & EMAIL THE SAME TO JMO; MAKE REVISION TO THE PROPOSED SETTLEMENT AGREEMENT AND EMAIL TO JMO	1.00	350.00
08/15/22	JMO	REVIEW DRAFT SETTLEMENT AGREEMENT FROM JKM COUNSEL K MARKOW	0.30	105.00
08/15/22	JMO	TEL CALL T BAIRD, M CIRULLO RE JKM PROPOSED SETTLEMENT AGMT	0.70	245.00
08/15/22	JMO	CORRESPONDENCE K MARKOW RE SETTLEMENT AGREEMENT	0.20	70.00

08/15/22	JMO	TEL CALL K MARKOW, M STEMPLER, T BAIRD, M CIRULLO RE SETTLEMENT AGMT.	0.40	140.00
08/15/22	JMO	BEGIN REDLINES TO SETTLEMENT AGMT	0.30	105.00
08/15/22	JMO	EMAILS WITH COUNSEL FOR E2L	0.20	70.00
08/15/22	MSH	GATHER SETTLEMENT DOCUMENTS.	0.80	196.00
08/15/22	JMO	REVIEW T BAIRD EDITS TO JKM SETTLEMENT AGMT DRAFT	0.30	105.00
08/15/22	JMO	INSTRUCTIONS PARALEGAL HALLEY RE GATHERING AGREEMENTS REFERENCED IN JKM SETTLEMENT; EMAIL G BETESH RE SAME	0.20	70.00
08/15/22	TJB	TELEPHONE CONFERENCE WITH CITY ATTORNEY CIRULLO; TELEPHONE CONFERENCE WITH CITY MANAGER STABLES; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW RE SETTLEMENT AGREEMENT; EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY ALLISON RE E2L (3XS); TELEPHONE CONFERENCE WITH JKM'S ATTORNEYS RE SETTLEMENT AGREEMENT TERMS; WORK ON REVISIONS TO THE PROPOSED SETTLEMENT AGREEMENT PREPARED BY JKM'S ATTORNEYS' AND EMAIL THE REVISED AGREEMENT TO CITY ATTORNEY CIRULLO; EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRULLO RE SETTLEMENT AGREEMENT	5.50	1,925.00
08/16/22	JMO	REVIEW AND REVISE SETTLEMENT AGREEMENT; EMAILS M CIRULLO, T BAIRD	1.60	560.00
08/16/22	JMO	FURTHER EMAILS T BAIRD, M CIRULLO; CALL T BAIRD; EMAIL K MARKOW RE SETTLEMENT AGMT	0.50	175.00
08/16/22	TJB	ATTENTION TO THE PREPARATION OF REVISIONS TO THE PROPOSED SETTLEMENT AGREEMENT; ATTENTION TO THE MOTION TO CONTINUE TRIAL	1.00	350.00
08/17/22	JMO	REVISE AND FINALIZE MOTION CONTINUE TRIAL; EMAILS M STEMPLER, K MARKOW RE SAME	0.30	105.00
08/17/22	TJB	TELEPHONE CONFERENCE WITH CITY ATTORNEYS RE SETTLEMENT AGREEMENT	1.00	350.00
08/18/22	JMO	EMAILS WITH STEMPLER RE JOINT MOTION TO CONTINUE; MAKE REVISIONS AND ATTENTION TO FILING; EMAILS WITH G BETESH RE CALENDAR CALL	0.30	105.00
08/18/22	JMO	TEL CALL ALL COUNSEL RE SETTLEMENT	0.60	210.00

08/18/22	TJB	TELEPHONE CONFERENCE WITH JKM'S ATTORNEYS AND CITY ATTORNEYS; RECEIVE AND REVIEW JOINT MOTION TO CONTINUE TRIAL	1.00	350.00
08/19/22	JMO	APPEAR FOR/ATTEND CALENDAR CALL	2.30	805.00
08/19/22	JMO	ATTENTION TO HEARING ON MOTION TO CONTINUE; CONFER OPPOSING COUNSEL	0.20	70.00
08/20/22	TJB	WORK ON TERMS OF THE SETTLEMENT AGREEMENT PERTAINING TO THE AMENDMENT OF THE DEVELOPMENT AGREEMENT AND THE MASTER PLAN	2.00	700.00
08/23/22	TJB	WORK ON SETTLEMENT AGREEMENT; EMAIL CORRESPONDENCE TO CITY ATTORNEYS; EMAIL CORRESPONDENCE TO JKM'S ATTORNEYS; RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM CITY ATTORNEYS DOODY & CIRULLO	1.00	350.00
08/24/22	JMO	REVIEW T BAIRD ADDITIONS TO PROPOSED SETTLEMENT AGREEMENT, EMAILS FROM BAIRD AND D DOODY	0.40	140.00
08/24/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRULLO (2XS) AND DJ DOODY (2XS)	0.40	140.00
08/25/22	JMO	TEL CALL M CIRULLO, T BAIRD, D DOODY RE SETTLEMENT AGREEMENT	0.40	140.00
08/25/22	JMO	REVISE SETTLEMENT AGREEMENT; EMAIL T BAIRD	0.60	210.00
08/25/22	JMO	REVIEW FURTHER EDITS TO SETTLEMENT AGMT AND CONFER T BAIRD RE SAME; EMAIL OPPOSING COUNSEL RE SETTLEMENT AGMT, CONSENT TO COMMUNICATE WITH TIME EQUITIES	0.40	140.00
08/25/22	JMO	DRAFT PRETRIAL STIPULATION, REVIEW EXHIBIT AND WITNESS LISTS; EMAIL TO OPPOSING COUNSEL	0.80	280.00
08/25/22	TJB	TELEPHONE CONFERENCE WITH CITY ATTORNEYS & JMO RE SETTLEMENT AGREEMENT; REVIEW AND MAKE REVISIONS TO THE SETTLEMENT AGREEMENT; REVIEW PROPOSED PRE-TRIAL STATEMENT AND PROVIDE COMMENTS	1.50	525.00
08/25/22	TJB	TELEPHONE CONFERENCE WITH JMO RE MEETINGS BETWEEN STAFF & TIME EQUITIES	0.20	70.00
08/26/22	JMO	EMAIL M STEMPLER, K MARKOW RE STATUS OF PRETRIAL STIP	0.10	35.00
08/26/22	JMO	EMAILS WITH M STEMPLER TO FINALIZE PRETRIAL STIP; FINAL EDITS TO PRETRIAL STIP	0.30	105.00

08/26/22	JMO	TEL CALL M CIRULLO RE TIME EQUITIES ; TEL CALL T BAIRD	0.30	105.00
08/29/22	JMO	EMAIL FROM M CIRULLO RE CITY 'DISCUSSIONS WITH POTENTIAL BUYER	0.10	35.00
08/29/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY CIRULLO (2XS)	0.20	70.00
08/31/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRCULLO (2XS)	0.10	35.00
		TOTAL HOURS	47.90	

COSTS ADVANCED

DATE		AMOUNT
08/24/22	MESSENGER DELIVERY/PICKUP	17.11
		$17.11

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Resolution No. R22-146 - Approve a grant adjustment modification (GAM) for the 2020 Edward Byrne Justice Assistance Grant (JAG).

Explanation of Request: The 2020 JAG award was previously approved under Resolution No. R20-131. Due to restrictions during the COVID pandemic, the victim advocate and Officers were not able to obtain the required training needed to implement the previously proposed Empowerment-Based Self-Defense Program. In September 2022, Boynton Beach Police Department submitted a scope change request to the Bureau of Justice Assistance, JAG Program to instead utilize the allotted funding towards the purchase of outer vest carriers for the officers' ballistic vests. The City is respectfully requesting the Commission to approve the Grant Adjustment Modification pending approval of the BJA.

How will this affect city programs or services? There are several practical advantages to the outer vest carrier. The vest is easier to adjust throughout the Officer's shift and can easily be removed while in a safe location to get relief from the heat. More importantly, outer vest carriers are designed to spread out the weight of the gear the officers carry and put less weight and stress on the Officers' hips and back, reducing the chance for injuries. In the event that an officer is injured, an outer vest carrier offers several advantages over the traditional inner vest carrier. The Officer tourniquet and other first-aid items will be easier to access on the outer vest carrier. Should an Officer be injured, the outer vest carrier can be removed more quickly by responding Officers.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Alternatives: Not approve the Grant Award Modification for the drawdown of grant funds.

Strategic Plan: Public Health and Safety

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant? Yes

Grant Amount: $32,298

Attachments:

	Type	Description
🗋	Resolution	Resolution approving the Grant Adjustment Modification to the 2020 JAG grant award

RESOLUTION NO. R22-146

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A GRANT ADJUSTMENT MODIFICATION (GAM) FOR THE 2020 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020 JAG award was previously approved on December 1, 2020 under Resolution R20-131; and

WHEREAS, due to restrictions during the COVID pandemic, the victim advocate and officers were not able to obtain the required training needed to implement the previously proposed Empowerment-Based Self-Defense Program; and

WHEREAS, the Boynton Beach Police Department submitted a scope change request to the Bureau of Justice Assistance, JAG Program to instead utilize the allotted funding towards the purchase of outer vest carriers for the officers' ballistic vests; and

WHEREAS, staff is requesting that the City Commission approve the Grant Adjustment Modification pending approval by the Bureau of Justice Assistance; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to approve a grant adjustment modification (GAM) for the 2020 Edward Byrne Justice Assistance Grant (JAG).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve a grant adjustment modification (GAM) for the 2020 Edward Byrne Justice Assistance Grant (JAG), a copy of the Grant Adjustment Modification is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Resolution No. R22-147 - Authorize the City Manager to sign all documents associated with the acceptance and subcontract agreement for the Florida Department of Transportation (FDOT) Florida Bicycle Pedestrian Focused Initiative: Communication and High Visibility Enforcement grant.

Explanation of Request:
The Florida Department of Transportation (FDOT) through a grant with the University of North Florida Training and Services Institute, Inc. d/b/a Institute of Police Technology and Management (IPTM); Project #433144-1-8404, Contract #G2A92 utilizes law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details. The Boynton Beach Police Department (BBPD) is allocated $9,542.22 toward overtime to support these efforts. Approval of this subcontract will allow BBPD to conduct education and enforcement operations in areas specified as high frequency crash fatality locations for pedestrians and bicyclist. BBPD has a long-standing history of successful programs through FDOT with this award as the first for the Florida Bicycle Pedestrian Focused Initiative subcontract with IPTM.

Previous Years Awarded:

FY 21/22 $6,831.51

How will this affect city programs or services?
With rapid growth and expansion there comes a need to further enhance our efforts to reduce traffic crashes, fatalities and injuries related to pedestrians and bicyclist through education and enforcement. Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any type of traffic crashes.

Fiscal Impact: There's no fiscal impact to the budget for this item.

Alternatives:
The Police Department would need to rely on the general fund operating budget to support these enhanced public safety activities.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant? Yes

Grant Amount: $9,542.22

Attachments:

	Type	Description
🗋	Resolution	Resolution approving the Bicycle and Pedestrian Focused Initiative Grant

RESOLUTION NO. R22-147

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE ACCEPTANCE AND SUBCONTRACT AGREEMENT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA BICYCLE PEDESTRIAN FOCUSED INITIATIVE: COMMUNICATION AND HIGH VISIBILITY ENFORCEMENT GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Transportation (FDOT) through a grant with the University of North Florida Training and Services Institute, Inc. d/b/a Institute of Police Technology and Management (IPTM); Project #433144-1-8404, Contract #G2A92 utilizes law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida; and

WHEREAS, the goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details; and

WHEREAS, approval of this subcontract will allow BBPD to conduct education and enforcement operations in areas specified as high frequency crash fatality locations for pedestrians and bicyclist; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the City Manager to sign all documents associated with the acceptance and subcontract agreement for the Florida Department of Transportation (FDOT) Florida Bicycle Pedestrian Focused Initiative: Communication and High Visibility Enforcement Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize the City Manager Authorize the City Manager to sign all documents associated with the acceptance and subcontract agreement for the Florida Department of Transportation (FDOT) Florida Bicycle Pedestrian Focused Initiative: Communication and High Visibility Enforcement Grant, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Approve an increase to the estimated annual expenditure of the City of Punta Gorda Agreement # R201711/SVC-TIRES/17/18 with Boulevard Tire Center in the amount of $500, increasing the estimated annual expenditure from $70,000 to $70,500.

Explanation of Request:
On January 19, 2021, the City Commission approved the utilization of Agreement # R2017112/SVC-TIRES/17/18 with Boulevard Tire Center in the amount of $70,000 to purchase tires on an as-needed basis.

The last order for fiscal year totaled $3,976.26, which is $248.37 more than what was approved by Commission on January 19, 2021. An additional $248.37 is needed to support the final order of the fiscal year.

These are for large tires for the City's large truck fleet.

How will this affect city programs or services? This will enable for the purchase of tires for the City's large truck fleet.

Fiscal Impact:
Funds are budgeted and available from account 502-0000-141-0100 for the estimated amount of $70,500.

FY 20/21 expenditures were $54,501.05
FY 21/22 expenditures were $70,248.37

Alternatives: Not approve the increase and return tires.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Addendum	Original Agenda Item
Addendum	Award Letter

6.A.
Consent Agenda
1/19/2021

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 1/19/2021

Requested Action by Commission: Proposed Resolution No. R21-013 - Approve utilizing City of Punta Gorda Agreement # R2017112/SVC-TIRES/17/18 with Boulevard Tire Center for the purchase of Recap/Retread Tires for an estimated annual expenditure of $70,000. The City of Punta Gorda's process satisfies the City's competitive bid requirements.

Explanation of Request:
Contract Term: December 10, 2018 to December 9, 2023

The City intends to utilize this contract to purchase recap/retread tires sizes 11R22.5 and 295/80R22.5 for the City's Fleet. A recap/retread tire is made via the process of placing a new tread on an existing casing. Once a new tire has been used and is in need of replacing, instead of replacing it with a new tire, we send the casing to be recapped/retreaded.

The life cycle of the recap/retread tire is equivalent to a new tire. Cost comparison for the 11R22.5 size between a new tire ($522.48) versus a recap/retread tire ($167.62) results in a $354.86 savings per tire. A casing can be recapped/retreaded a total of three times. The City purchased 319 11R22.5 tires last year.

This agreement has a renewal option for additional (5) five years.

How will this affect city programs or services?
This will enable the purchase of recap/retread tires for the City's fleet at a significant cost savings.

Fiscal Impact: Budgeted
Funds are budgeted and available for account 502-0000-141-0100 for the estimated expenditure of $70,000.

FY 18/19 expenditures were $55,973.53
FY 19/20 expenditures were $57,690.60

Alternatives:
To not approve utilizing this agreement and only purchase new tires.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
	Resolution	Resolution approving piggy-back agreement with Boulevard Tire Center
	Addendum	Award Letter
	Addendum	Pricing
	Addendum	Price Increase
	Addendum	Automatic Renewal
	Addendum	Piggy Back Participation Agreement
	Agreement	Agreement

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

November 28, 2018

Boulevard Tire Center
Attention: Michael Drungell

RE: FORMAL NOTICE TO AWARD; AGREEMENT #R2017112/SVC-TIRES/1718

The City of Punta Gorda is in receipt of all contractual documents required to finalize the award of the above referenced solicitation.

The initial Agreement period shall be December 10, 2018 through December 9, 2023.

The Terms and Conditions in the Agreement shall apply for the above term and optional renewal period. The City reserves the right to review the Agreement on an annual basis and determine the continuance of the Agreement based on contractor performance and acceptable price adjustments requests, if any.

Included in this email is a scanned signed Agreement. However, we will mail you an original signed Agreement if you submitted 2 sets of original signed Agreements for signature.

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

-s-

Marian H. Pace, CPPO, CPPB
Procurement Manager

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

November 27, 2018

Boulevard Tire Center
Attention: Mike Drungell

RE: INFORMAL NOTICE TO AWARD; SOLICITATION #R2017112/SVC-TIRES/1718

The City of Punta Gorda is pleased to announce the informal award/intent of the above referenced solicitation to your company. However, final award is contingent upon the City's receipt of the selected required contractual documents:

☒ Sign Agreement – Please date your signature but do not date the first page and return via email. (NOTE: If you want to have an original signed Agreement returned you must submit two (2) complete sets of the Agreement in hardcopy, original signed format).

☒ Certificate of Insurance (COI) and Subcontractors (if applicable) (Refer to the Agreement for all requirements and limits):

- ☒ All policies shall name the City as Certificate Holder
- ☒ General Liability shall name the City as Additional Insured with regards to General Liability. Policy minimum limit $500,000.00
  - Certificate of Insurance shall include endorsement documents for Additional Insured and all required coverage: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage, and as applicable to Subcontractor's policy.
- ☒ Commercial Automobile Liability - $500,000.00
- ☒ Worker's Comp in accordance with State of Florida requirements

Upon the City's receipt of all contractual documents a Final Award Notice and/or Purchase Orders/Notice to Proceed will be either emailed or US Mail (for original Agreement).

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

-s-

Marian H. Pace, CPPO, CPPB
Procurement Manager

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

November 27, 2018

RE: Solicitation #R2017112/SVC-TIRES/1718

NOTICE OF INTENT

This notice is to inform all respondents to the above referenced solicitation of the City of Punta Gorda's intent to award this solicitation to Boulevard tire Center of Deland, FL.

Please find attached a copy of the City's Protest procedures.

The City would like to thank you for your time and effort to prepare and submit your submittal. Should you have any questions, please do not hesitate to contact me.

Sincerely,
CITY OF PUNTA GORDA

-s-

Marian H. Pace, CPPO, CPPB
Procurement Manager

NOTICE

CONTACT PROHIBITION IS STILL IN EFFECT

All prospective Bidders are prohibited from indirectly or directly communicating with any member of the City of Punta Gorda, City Council, City Manager, or City of Punta Gorda staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. FORMAL AWARD is defined as the issuance of a NOTICE OF AWARD document or the issuance of a PURCHASE ORDER to the awarded bidder. Any such contact prior to the formal award shall be cause for rejection of your submittal.

CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

SOLICITATION PROTESTS

1.1. SOLICITATION PROTEST POLICY

Any person whose submittal package is rejected, in whole or in part, or who submits a submittal package but is not awarded the contract may protest such decision, but only in strict compliance with this Section.

1.2. SOLICITATION PROTEST PROCEDURE

1.2.1 WRITTEN NOTICE; TIME. Any person who wishes to file a solicitation protest hereunder must file a notice of intent to do so, in writing, with the City Manager within twenty-four (24) hours, excluding Saturday, Sunday, and City observed holidays, after receipt of the notice of rejection, for rejected submittal packages, or, for contract awards, within twenty-four (24) hours after the City's declaration of its intention with regard to such award.

1.2.2 WRITTEN PROTEST; TIME; CONTENTS. Within five (5) City business days after filing the written notice of intent to protest, a formal written protest must be filed with the City Manager, explaining in detail the nature of the protest and the grounds upon which it is based.

1.2.3 PROTEST BOND. Each written protest must be accompanied by a solicitation protest bond in the form of a certified check, cashier's check or money order made payable to the City of Punta Gorda, in an amount not less than:

1.2.3.1 Five percent (5%) of the protester's bid, proposal or quote amount; or

1.2.3.2 In the case of submission of a "no-bid" by the protestor in the amount not less than five percent (5%) of the lowest responsive, responsible submittal package received by the City or in the case of a request for proposals or invitation to negotiate in the amount of not less than five percent (5%) of the intended contract to be awarded or awarded by the City; or

1.2.3.3 In the case of Request for Qualifications in the amount of two thousand dollars ($2,000.00); or

1.2.3.4 In the case of a term contract, which is absent of “annual estimated volume/usage”, in the amount of two thousand dollars ($2,000.00).

1.2.4 FORFEIT OF BOND. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the City in its entirety.

1.3. SOLICITATION PROTEST CONSIDERATION

1.3.1 PROTEST DECISION. Upon receipt of a formal written protest, the City Attorney or designee shall act as the bid protest officer, and who shall be provided all applicable documents and files by the Procurement Manager. The City Attorney or designee shall decide the protest, provide written findings of fact and a conclusion as to the validity or non-validity of the protest to the City Manager within ten (10) City business days after receipt by the City of the formal written protest.

1.3.2 NOTICE OF DECISION. Within twenty-four (24) hours after decision on a protest the City Manager shall mail a copy thereof to the protestor.

Punta Gorda
FLORIDA

INTEROFFICE MEMORANDUM

To: Howard Kunik, City Manager
From: Marian H. Pace, Procurement Manager
Date: November 27, 2018
Subject: **R2017112/SVC-TIRES/1718 – AWARD RECOMMENDATION**

Project Description: The current contract for tire services will be expiring 12/22/18. Procurement solicited request for proposals for a new service vendor, which is also required to be a tire distributor off of state contract or FSA. Services will include on-site and road side services during normal business hours and after hours/holidays. Included in the scope of services is tire service support for Emergency Operations. The awarded Agreement will be federalized; however, services will be based on time & materials which will require an upfront maximum cost for services prior to the issuance of a notice to proceed.

Total Vendors noticed: 297 Vendors accessed solicitation: 8 Total Responses: 3
Total M/W/Dbe noticed 191 Total M/W/Dbe Responses: 0
Responses Disqualified/Rejected: 0 (Refer to evaluation)
ESC Committee Members: Jason Ciaschini, Roy Noble, Julie Rogan Sutter

Final Ranking (Refer to attached minutes for evaluation details):
1. Boulevard Tire 2. Callaghan Tires 3. McGee Auto & Tire

Selected Vendor: Boulevard Tire Center of Punta Gorda, FL

Award Amount: Est Annual Expenditure/term contract: $112,000.00

Funding: Multiple Accounts

Authority to award services:
☐ Procurement Manager ☒ City Manager ☐ City Council – Meeting Date:

AWARD AUTHORIZATION			
Recommendation Approval:			
Marian H. Pace, Procurement Manager	Date 11/27/18	☑ Concur	☐ Nonconcurrence
Award Approval:			
Howard Kunik, City Manager	Date 11/27/2018	☑ Concur	☐ Nonconcurrence

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-148 - Approve and authorize the Mayor to sign a First Amendment to Subrecipient Grant Agreement between the Department of Economic Opportunity (DEO) and the City of Boynton Beach (COBB) for Fire Station #2 Hardening Project, Agreement Number I0124.

Explanation of Request: The City of Boynton Beach has been awarded the amount of $571,611 in grant funding from the Department of Economic Opportunity (DEO) Community Development Block Grant-Mitigation (CBDG-MIT) program to harden the City of Boynton Beach's Fire Rescue Station #2 to mitigate wind damage to the facility. The grant agreement was signed by the Mayor on November 29th, 2021, which approved and authorized its execution. The DEO has made a formal request to amend grant agreement #I0124 to replace the original address shown on the grant agreement and reflect their change in address.

How will this affect city programs or services? The project will allow the City to increase resilience to disasters, and reduce or eliminate the long term risk of loss of life, injury, damage to, and loss of property by lessening the impact of future disasters.

Fiscal Impact: This amendment has no fiscal impact.

Alternatives: To not approve the amendment to the Subrecipient Grant Agreement from the DEO.

Strategic Plan: Public Health and Safety , Environmental Sustainability

Strategic Plan Application: To eliminate the long term risk of loss of life, injury, damage to, and loss of property by lessening the impact of future disasters, which contribute to health and safety and environmental sustainability.

Climate Action Application:

Is this a grant? Yes

Grant Amount: $571,611.00

Attachments:

Type	Description
Resolution	Resolution approving First Amendment to DEO Grant Agreement for Fire Station #2
Amendment	Amendment One to DEO Grant Agreement I0124 Citizen Complaint Form
Agreement	Executed DEO Grant Agreement I0124

RESOLUTION NO. R22 -148

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT FROM THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) AND THE CITY OF BOYNTON BEACH (COBB) FOR FIRE STATION #2 HARDENING PROJECT AGREEMENT NUMBER I0124; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach has been awarded the amount of $571,611 in grant funding from the Department of Economic Opportunity (DEO) Community Development Block Grant-Mitigation (CBDG-MIT) program to harden the City of Boynton Beach's Fire Rescue Station #2 to mitigate wind damage to the facility; and

WHEREAS, the grant agreement was signed by the mayor on November 29th, 2021, which approved and authorized its execution; and

WHEREAS, the DEO has made a formal request to amend grant agreement #I0124 to replace the original address shown on the grant agreement and reflect their change in address; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve and authorize the Mayor to sign a First Amendment to the Subrecipient Grant Agreement from the Department of Economic Opportunity (DEO) and the City of Boynton Beach (COBB) for Fire Station #2 Hardening Project. Agreement Number I0124.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission approves and authorizes the Mayor to sign a First Amendment to the Subrecipient Grant Agreement from the Department of Economic Opportunity (DEO) and the City of Boynton Beach (COBB) for Fire Station #2 Hardening

Project. Agreement Number I0124. A copy of the First Amendment is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

DocuSign Envelope ID: E840BCF9-EB3B-4798-8604-31B8206E76E4

AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT

On December 8, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Boynton Beach ("Grantee") entered into Agreement I0124 ("Agreement"). DEO and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 15, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

(15) Citizen Complaints. The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:
(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals
Applicants may appeal program decisions related to one of the following activities:
(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints
If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

DocuSign Envelope ID: E840BCF9-EB3B-4798-8604-31B8206E76E4

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints
The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

2. All other terms and conditions remain in effect.

~ Remainder Left Intentionally Blank ~

DocuSign Envelope ID: E840BCF9-EB3B-4798-8604-31B8206E76E4

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number I0124, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BOYTON BEACH	**DEPARTMENT OF ECONOMIC OPPORTUNITY**
SIGNED:	SIGNED:
TY PENSERGA	**MEREDITH IVEY**
MAYOR	**CHIEF OF STAFF**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

DocuSign Envelope ID: CF6BCA00-5851-4F0F-86A0-A7590E972A3A

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the City of Boynton Beach, Florida, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018" ; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

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NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

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they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J . The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

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memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c)Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

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(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that

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a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or

3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

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(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

(a) A program eligibility determination,
(b) A program assistance award calculation, or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

(a) Investigations as necessary,
(b) Resolution, and
(c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file

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a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

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(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Paul Wotherspoon
107 E Madison St.
Tallahassee, FLorida 32399
850-717-8502
Paul.Wotherspoon@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Paola Mendoza
P. O. Box 310
Boynton Beach, Florida 33425
561-742-6266
MendozaP@bbfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

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Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made is writing by an authorized DEO official.

(20) ATTACHMENTS

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables

Attachment B – Project Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – State and Federal Statutes, Regulations and Policies

Attachment F – Civil Rights Compliance

Attachment G – Reports

Attachment H – Warranties and Representations

Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources

Attachment J – Audit Compliance Certification

Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)

Attachment L - 2 CFR Appendix II to Part 200

Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **Five Hundred Seventy-One Thousand Six Hundred Eleven Dollars and Zero Cents ($571,611.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance

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and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-MIT funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of $15.00 or five percent of the face amount

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of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents

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and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed

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when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the

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records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

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(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

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employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

https://www.e-verify.gov/

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit low and moderate income;
(b) Meet a particularly urgent need;
(c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or

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assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida

Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF BOYNTON BEACH, FLORIDA		**DEPARTMENT OF ECONOMIC OPPORTUNITY**	
By	Signature	**By**	DocuSigned by: Meredith Ivey 52B8BB3C192F445... Signature
	Steven Grant		**Meredith Ivey**
Title	**Mayor**	**Title**	**Chief of Staff**
Date	11-29-2021	**Date**	12/8/2021
Federal Tax ID #	**59-6000395**		
DUNS #	**072247133**		

APPROVED AS TO FORM:

CITY ATTORNEY

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: AA5D1E9D97684B4...

Approved Date: 12/6/2021

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Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive $633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program $75,000,000; General Planning Support Program $20,000,000; General Infrastructure Program $475,000,000; and State Planning and Administration $63,485,000.

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical facilities that serve a public safety purpose for local communities. Critical facilities include:

1. Potable water facilities
2. Wastewater facilities
3. Police departments
4. Fire departments
5. Hospitals
6. Emergency operation centers
7. Emergency shelters

2. PROJECT DESCRIPTION: The City of Boynton Beach, Florida has been awarded **Five Hundred Seventy One Thousand Six Hundred Eleven Dollars and Zero Cents ($571,611.00)** in CDBG-MIT (Community Development Block Grant – Mitigation) funding to harden the City of Boynton Beach's Fire Rescue Station No. 2. Activities to mitigate wind damage include:

A. Replacement of the eight (8) overhead roll up garage bay doors for fire apparatus access to provide protection for the largest opening(s) in this critical facility, ensuring rescue equipment is functional following a natural or man-made disaster. To properly mitigate the facility and its equipment from wind damage, the doors shall comply with the high-impact wind load testing and design factors.

B. Installation of hurricane strapping to secure exterior HVAC equipment,

C. Removing rust and painting generator enclosure; and

D. Replacement of existing light poles with code compliant poles to reduce the possibility of downed poles blocking fire apparatus entry/exit during and following natural disasters.

This project satisfies the Low-to-Moderate (LMI) National Objective as the area of benefit population has an LMI of 51.14%. The project is projected to begin November 1, 2021 and be completed within 48 months after date of execution. The City will contribute $26,474.00 in-kind staff support for a total project cost of $598,085.00. The team overseeing the project includes the City Manager, Public Work Director, City Engineer, Fire marshal, Project Manager, Purchasing Manager, and selected contractor(s).

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3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
   1. Organizational Chart; and
   2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.

B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
   1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
   2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
   3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
   4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.

D. Upload required documents into a system of record provided by DEO.

E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.

F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.

G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.

H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.

I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
   1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
   2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
   3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding

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changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.

K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
   1. A revised detail report measuring the actual cost versus the project cost.
   2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.

L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
   1. Submit updated organization chart on a quarterly basis with quarterly report.
   2. If staffing changes, there must be s submittal stating the names, job descriptions, on the monthly report deadline.
   3. A progress report documenting the following information:
      a. Accomplishments within the past quarter;
      b. Issues or risks that have been faced with resolutions; and
      c. Projected activities to be completed within the following quarter.

N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.

O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Engineering and Design

Tasks that are eligible for reimbursement are as follows:

Architectural and Structural construction documents including drawings and specifications such as shop drawings, submittals, reviews for roof replacement, light pole installation and HVAC tie down strapping.

B. Deliverable No. 2 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Removal of existing eight (8) roll-down bay doors and replacement with eight (8) overhead doors meeting American Society of Civil Engineer (ASCE) Standards 07-10 and American National Standards Institute / Door and Access Systems Manufacturing Association (ANSI/DASMA) 108 and DASMA Technical Sheet 115.
2. Replace tie down strapping for the current HVAC equipment with strapping of like dimension to the concrete slap.
3. Refurbish existing generator housing through removal of rust and repainting.

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4. Remove and replace existing light poles and replace with code compliant poles and foundations of like dimension.

Supporting activities shall include:

1. Maintain financial records related to project activities;
2. Maintain project files;
3. Attend meetings to provide progress reports on subgrant activities;
4. Prepare documentation for and attend monitoring visits by DEO;
5. Prepare requests for funds for submission;
6. Prepare subgrant modification documents;
7. Prepare administrative closeout report; among other required activities to implement the project.

5. DEO RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be DEO in its discretion
B. Assign a Grant Manager as a point of contact for Subrecipient
C. Review Subrecipient's invoices described herein and process them on a timely basis
D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Engineering and Design		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A of this Scope of Work as evidenced by submittal of the following documentation: 1) Copies of design drawings and specifications; and 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost - $32,383.00
Deliverable No. 2 - Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.B.1 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) of the tasks listed in Section 4.B.1 of this Scope of Work as evidenced by	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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	submittal of the following documentation: 1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	
Subrecipient shall complete eligible tasks as detailed in Section 4.B.2 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) of the tasks listed in Section 4.B.2 of this Scope of Work as evidenced by submittal of the following documentation: 1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Subrecipient shall complete eligible tasks as detailed in Section 4.B.3 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) of the tasks listed in Section 4.B.3 of this Scope of Work as evidenced by submittal of the following documentation: 1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Subrecipient shall complete eligible tasks as detailed in Section 4.B.4 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) of the tasks listed in Section 4.B.4 of this Scope of Work as evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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	1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7. of this Scope of Work.	
		Deliverable 2 Cost - $539,228.00
		TOTAL PROJECT COST NOT TO EXCEED $571,611.00

COST SHIFTING: The deliverable amounts specified within the Deliverables table above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL:

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

A. Subrecipient shall provide one invoice for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 6, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
    2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4. Photographs of the project in progress and completed work;
    5. A copy of all supporting documentation for vendor payments;
    6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

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C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	**Description**	**LMI**	**Slum & Blight**	**Urgent Need**	**VLI**	**LI**	**MI**	**Non-LMI**	**Total**	**CDBG-MIT Amount**	**Other Funds**	**Source ***	**Total Funds**
1. Housing Program - Homeowner Service Project *(Example Activities)*													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project *(Example Activities)*													
3. Public Facilities Program – Unified Service Center *(Example Activities)*													
4. Infrastructure Program *(Example Activities)*													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

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	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	**Administration**												
6.	**Planning**												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	**End Date** (month /year)	**Describe Proposed Action**	**Activity**	**Description**	**Deliverable**	**Associated Task**	**CDBG-MIT Funding**	**Local/Match Funding**	**Estimated Funds by End Date**

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1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.

2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.

3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:

    a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
    b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5000, the Subrecipient shall complete the following:
    a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond $5,000.
    b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

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determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

   a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
   b. Section 3 Participation Report (Construction Prime Contractor);
   c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
   d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.

10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:

    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).

12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:

    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

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b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.

18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement
   State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring
   a. Single Audit
      The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

   b. Inspections and Monitoring
      The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

      The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

      This review must include:
      (1) Reviewing financial and performance reports required by DEO;
      (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
      (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

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c. Corrective Actions
The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace
Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight
The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

5. Property Standards
Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)
The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number https://fedgov.dnb.com/webform/ The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition
The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

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In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

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be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

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9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(3) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

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contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(6) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Thresholds

A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
2. 20 percent of the aggregate number of new hires for the one-year period beginning in FY 1996; and
3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.

C. Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

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The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision- making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

(a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

(b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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(c) The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.

(d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

(3) Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.

(4) Lead-Based Paint

The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

(5) Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

(6) Additional Regulations

(a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.

(c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

(d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

(e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

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or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

(g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

(h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
   a) The nature of the call,
   b) The actions taken in response to the call,
   c) The results of the actions taken and
   d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

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Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment or
   c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and

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c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR § 135.38 is required to be included in CDBG-MIT-funded contracts of $100,000 or more.

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or

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workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

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13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Boynton Beach, Florida, shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** 12/02/2021

Name: Steven Grant

Title: Mayor

APPROVED AS TO FORM:

CITY ATTORNEY

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.

3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

   The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables***, ***Project Detail Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

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Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

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The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

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package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	$571,611.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided for hardening the City of Boynton Beach's Fire Rescue Station No. 2, located at 2615 Woolbright Road. This 4 bay Fire Station was constructed in 2005 and built to the 2001 Building Code and 145 MPH wind load (3 second gust). The 10,619 square foot structure is classified IV (Essential Facilities) and has an exposure C. The walls are CBS and the roof is comprised of wooden trusses and covered with a barrel roof tile. Activities to mitigate wind damage consist of replacing the 8 overhead roll up garage bay doors for fire apparatus access to provide protection for the largest opening(s) in this critical facility ensuring rescue equipment is functional following a natural or man-made disaster. To properly mitigate the facility and its equipment from wind damage, the doors shall comply with the high-impact wind load testing and design factors; installation of hurricane strapping to secure exterior HVAC equipment; removing rust and painting generator enclosure; and replacement of existing light poles with code compliant poles to reduce the possibility of downed poles blocking fire apparatus entry/exit during and following natural disasters.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

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Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

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construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 - Procurement of Recovered Materials.

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between the City of Boynton Beach, Florida (hereinafter referred to as "Subrecipient"), and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Mitigation Program (the "CDBG-MIT Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

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The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF BOYNTON BEACH, FLORIDA		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	Signature	By	DocuSigned by: Meredith Ivey 52B8BB3C192F445... Signature
	Steven Grant		Meredith Ivey
Title	Mayor	Title	Chief of Staff
Date	11-29-2021	Date	12/8/2021

APPROVED AS TO FORM:

CITY ATTORNEY

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Resolution No. R22-149 - Authorize the Mayor to sign all documents associated with the acceptance and grant agreement for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) for $43,663 subject to the approval of the City Attorney.

Explanation of Request: The U.S. Department of Justice, Office of Justice Programs has awarded the Police Department a Justice Assistance Grant for the 2022-2023 funding cycle in the amount of $43,663. The funding will allow the department to purchase laptop computers for officers working in the field.

How will this affect city programs or services? It is the intent of BBPD to provide upgraded equipment and technology in order to maintain and improve criminal justice functioning by purchasing ruggedized laptops for officers. This project will accomplish the continuation of improving the current technology of BBPD's mobile computing program through the procurement of the laptops. Maintaining and upgrading this program enables officers to continue to prepare police reports and conduct their daily patrol duties while out in the field.

Fiscal Impact: By accepting this award, the Police Department will receive $43,663 to fund laptop computers for officers working in the field.

Alternatives: Do not accept the award.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant? Yes

Grant Amount: $43,663

Attachments:

	Type	Description
🗋	Resolution	Resolution approving the DOJ JAG Grant for FY 2022-2023

RESOLUTION NO. R22-149

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE ACCEPTANCE AND GRANT AGREEMENT FOR THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR $43,663.00 SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has awarded the Police Department a Justice Assistance Grant for the 2022-2023 funding cycle in the amount of $43,663.00; and

WHEREAS, the grant funding will allow the Boynton Beach Police Department to purchase laptop computers for officers working in the field; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the Mayor to sign all documents, subject to approval by the City Attorney, associated with acceptance of the Department of Justice fiscal year 2022 Justice Assistance Grant (JAG) in the amount of $43,663.00 to purchase laptop computers for officers working in the field.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize the Mayor to sign all documents, subject to approval by the City Attorney, associated

with acceptance of the Department of Justice fiscal year 2022 Justice Assistance Grant (JAG) in the amount of $43,663.00 to purchase laptop computers for officers working in the field, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-150- Amend various FY 2022-23 Capital Project accounts. This request will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Funds (302 & 303) and the Utility Capital Improvement Funds (403 & 404).

Explanation of Request:
The FY 2022-23 Budget was adopted in September 2022. During the new fiscal year that started on October 1, 2022, available capital improvement budget from the prior fiscal year is identified between the months of October thru December. This type of budget amendment is part of the annual budget process. The budget adjustment will increase the Fund's total appropriation, which requires City Commission approval.

The City's capital projects may span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these projects.

Accordingly, during FY 2022-23 budget modifications will be made to various Funds, see Exhibit A, staff is requesting Commission approval.

- The Capital Improvement Fund will be amended for Fund 302 from $4,704,427 to $4,921,527 and Fund 303 will be amended from $8,807,146 to $9,138,662, all due to available prior year project budgets.
- The Water & Sewer Utility Capital Funds will be amended for Fund 403 from $33,330,000 to $49,777,575 and for Fund 404 from $250,000 to $2,650,000 due to prior year available project budget.

How will this affect city programs or services? Allow for the continuance of good and appropriate budgeting practices.

Fiscal Impact: See Exhibit A for a summary of the fiscal impact.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution amending the FY 2022 - 2023 Budget
🗋	Attachment	Prior Year Capital Projects Exhibit A

RESOLUTION R22-150

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING VARIOUS FY 2022-23 CAPITAL PROJECT ACCOUNTS WHICH WILL ADJUST BUDGETED APPROPRIATIONS AND REVENUE SOURCES AND PROVIDE SPENDING AUTHORITY FOR THE CAPITAL IMPROVEMENT FUNDS (302 & 303) AND THE UTILITY CAPITAL IMPROVEMENT FUNDS (403 & 404); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a final budget was approved by the City Commission in September, 2022, for the fiscal year 2022-2023; and

WHEREAS, at the start of the new fiscal year on October 1, 2022, available capital improvement budget from the prior fiscal year is identified between the months of October thru December; and

WHEREAS, this type of budget amendment is part of the annual budget process and will increase the Fund's total appropriation, which requires City Commission approval; and

WHEREAS, under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these projects; and

WHEREAS, the Capital Improvement Fund will be amended for Fund 302 from $4,704,427 to $4,921,527 and Fund 303 will be amended from $8,807,146 to $9,138,662 all due to available prior year project budgets; and

WHEREAS, the Water & Sewer Utility Capital Funds will be amended for Fund 403 from $33,330,000 to $49,777,575 and for Fund 404 from $250,000 to $2,650,000 due to prior year available project budget; and

WHEREAS, accordingly staff is requesting City Commission approval to amend the FY 2022-23 budget as noted specifically on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves amending various FY 2022-23 Capital Project accounts as reflected on Exhibit "A" attached hereto and incorporated herein which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Funds (302 & 303) and the Utility Capital Improvement Funds (403 & 404).

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2022-23, Commission Meeting 10/18/22

Exhibit A

		2022/23 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2022/23 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
CAPITAL IMPROVEMENT FUND							
302-0000-369.22-00	CRA REIMBURSEMENT	1,956,000	198,200		2,154,200		
302-0000-389.91-00	FUND BALANCE APPROPRIATED	(552,323)	18,900		(533,423)		
	Adopted Fund Total Revenues	**4,704,427**	**217,100**		**4,921,527**		
302-4211-572.63-05	PARKS IMPROVEMENTS	-		18,900	18,900	RP2131	Oyer Park - Boat Ramp
302-4905-580.63-07	CRA IMPROVEMENTS	-		198,200	198,200	TR2110	Various projects
	Adopted Fund Total Expenses	**4,704,427**		**217,100**	**4,921,527**		
303-0000-389.91-00	FUND BALANCE APPROPRIATED	4,405,146	331,516		4,736,662		
	Adopted Fund Total Revenues	**8,807,146**	**331,516**		**9,138,662**		
303-4119-521.64-14	COMPUTER SOFTWARE	-		277,500	277,500	PD2104	PD - Real Time Crime Center
303-4101-580-64-15	COMPUTER EQUIPMENT	130,000		24,016	154,016	IT2202	Fiber Optic Cable Replacement (City-wide)
303-4101-580-64-15	COMPUTER EQUIPMENT			30,000	184,016	GG2207	Town Square Outdoor Wi-Fi
	Adopted Fund Total Expenses	**8,807,146**		**331,516**	**9,138,662**		
UTILITY FUND CAPITAL IMPROVEMENT FUND							
403-0000-389.92-00	NET ASSETS APPROPR	4,230,000	14,047,575		18,277,575		
	Adopted Fund Total Revenues	**33,080,000**	**14,047,575**		**47,127,575**		
403-5000-538.65-09	R&R - STORMWATER	2,915,000		1,921,446	4,836,446	UC1802	Dimmick & Potter Stormwater
403-5000-538.65-09	R&R - STORMWATER			299,045	5,135,491	UC2102	Coquina Cove Stormwater
403-5000-533.65-02	R&R - WATER	21,310,000		257,033	21,567,033	UC1802	Dimmick & Potter Water
403-5000-533.65-02	R&R - WATER			300,000	21,867,033	UC2102	Coquina Cove Water Impv
403-5000-533.65-02	R&R - WATER			795,435	22,662,468	WT2104	West Wellfield Electrical
403-5000-533.65-02	R&R - WATER			450,000	23,112,468	WT2102	West WTP R&R
403-5000-533.65-02	R&R - WATER			3,500,000	26,612,468	WT2201	East Plant Filter Refurbishment & Media Repl
403-5000-533.65-02	R&R - WATER			1,419,139	28,031,607	WT1902	EWTP Generator Replacement
403-5000-533.65-02	R&R - WATER			1,395,570	29,427,177	WT1605	New Water Quality Facility
403-5000-535.65-04	R&R - SEWER	6,865,000		2,509,260	9,374,260	SW2202	Lift Station 317 Major Upgrade
403-5000-535.65-04	R&R - SEWER			533,047	9,907,307	SW2001	LS Control Panel R&R
403-5000-535.65-04	R&R - SEWER			500,000	10,407,307	SW1602	Beach Plant Replacement
403-5000-536.64-15	COMPUTER EQUIPMENT	240,000		167,600	407,600	UC2202	SCADA Cybersecurity
	Adopted Fund Total Expenditures	**33,080,000**		**14,047,575**	**47,127,575**		
UTILITY FUND CAPITAL IMPROVEMENT FUND							
404-0000-389.92-00	NET ASSETS APPROPR	25,000	2,400,000		2,425,000		
	Adopted Fund Total Revenues	**250,000**	**2,400,000**		**2,650,000**		
404-5000-535.65-03	SEWER	250,000		2,400,000	2,650,000	SW1902	Silverwood Estates (Force Main)
	Adopted Fund Total Expenditures	**250,000**		**2,400,000**	**2,650,000**		
	Utility Totals	33,330,000		16,447,575	49,777,575		

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-141 Authorize City Manager to sign piggy-back agreement utilizing the City of Boca Raton invitation to bid (ITB)# 2022-007 with Partnership Landscaping, LLC for landscape maintenance services at the cemetery and mausoleum for an estimated annual cost of $74,200.00 for the extent of the contract. The City of Boca Raton's procurement process satisfies the City's competitive bid requirements. **(Postponed at the October 4, 2022 City Commission Meeting.)**

Explanation of Request:
Partnership Landscaping, LLC has been awarded the landscape maintenance services at cemetery and mausoleum from the City of Boca Raton under a continuing services contract. The Contractor shall provide labor, supervision, equipment, supplies, tools, materials, and other necessary incidentals required to perform landscape maintenance and irrigation services at Boynton Beach Memorial Cemetery & Mausoleum and Sara Sims Cemetery.

The Parks and Grounds Division is seeking consent to piggyback this contract and establish an agreement with Partnership Landscaping, LLC to provide landscape maintenance services at Boynton Beach Memorial and Sara Sims Cemeteries at the level of service that is expected by users. Currently the cemetery and mausoleum landscape maintenance are being performed by 2 city employees on a biweekly basis. Staff currently mow, edge, spray weeds, hedge trim and maintain the headstones. This is in addition to performing funeral and mausoleum services at Boynton Beach Memorial and Sara Sims cemeteries. Moving forward with Partnership Landscaping, LLC will bring in a professional contractor with a strong specialized knowledge in landscape maintenance with cemeteries.

How will this affect city programs or services?
The proposed landscape maintenance services will improve the appearance of the City's cemeteries and provide a better level of service to residents by allowing them to visit passed loved ones in well-maintained facilities.

Fiscal Impact: Budgeted in account number 631-3110-539-49-17.

Alternatives: Not utilize the City of Boca Raton's bid and issue the City's own bid.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Partnership Landscaping, LLC

Start Date: 10/1/2022

End Date: 9/30/2023

Contract Value:

Minority Owned Contractor?: No

Extension Available?: Yes

Extension Explanation:

Four (4) one (1) year renewal periods

Attachments:

	Type	Description
🗋	Resolution	Resolution approving piggy-back Agreement with Partnership Landscaping for cemetery and mausoleum
🗋	Agreement	Signed Agreement for Partnership Landscaping.pdf
🗋	Contract	City of Boca - 2022-007 Bid Contract.pdf
🗋	Letter	Award Letter Bid 2022-007.pdf

RESOLUTION NO. R22-141

APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A PIGGY-BACK AGREEMENT UTILIZING THE CITY OF BOCA RATON INVITATION TO BID (ITB)# 2022-007 WITH PARTNERSHIP LANDSCAPING, LLC FOR LANDSCAPE MAINTENANCE SERVICES AT THE CEMETERY AND MAUSOLEUM FOR AN ESTIMATED ANNUAL COST OF $74,200.00 FOR THE EXTENT OF THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, currently the cemetery and mausoleum landscape maintenance is being performed by two city employees on a biweekly basis including mowing, edging, spraying weeds, hedge trimming and maintenance of the headstones which is in addition to performing funeral and mausoleum services at Boynton Beach Memorial and Sara Sims cemeteries; and

WHEREAS, Partnership Landscaping, LLC has been awarded the landscape maintenance services at cemetery and mausoleum from the City of Boca Raton under a continuing services contract and staff is seeking consent to piggyback this contract and establish an agreement with Partnership Landscaping, LLC to provide landscape maintenance services at Boynton Beach Memorial and Sara Sims Cemeteries at the level of service that is expected by users; and

WHEREAS, the newly proposed and adequately budgeted landscape maintenance services will improve the city's cemeteries appearance and provide for correct agronomic maintenance practices; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it to be in the best interests of the citizens and residents of the City of Boynton to approve and authorize the City Manager to sign a piggy-back agreement utilizing the City of Boca Raton invitation to bid (ITB)# 2022-007 with Partnership Landscaping, LLC for landscape maintenance services at the cemetery and mausoleum for an estimated annual cost of $74,200.00 for the extent of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves and authorizes the City Manager to sign a piggy-back agreement utilizing the City of Boca Raton invitation to bid (ITB)# 2022-007 with Partnership Landscaping, LLC for landscape maintenance services at the cemetery and mausoleum for an estimated annual cost of $74,200.00 for the extent of the contract, a copy of the Agreement is attached hereto as Exhibit "A.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 4th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

AGREEMENT FOR PURCHASING
Cemetery and Mausoleum Landscape Maintenance

This Agreement is made as of this ____ day of _____ ,2022 by and Elite Landscaping Services dba Partnership Landscaping, LLC with a principal address 591 Marginal Rd West Palm Beach, FL 33411, hereinafter referred as "Contractor", and The City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, hereinafter referred to as "City".

RECITALS

WHEREAS, in order to maintain city owned cemeteries to the public, the City's Public Works is requesting the City enter into an Agreement with Elite Landscaping Services dba Partnership Landscaping, LLC to provide landscape maintenance at Sara Sims and Boynton Beach Memorial Cemeteries; and

WHEREAS, Elite Landscaping Services dba Partnership Landscaping, LLC has agreed to allow the City to piggyback the City of Boca Raton Agreement pursuant to Contract No. RE-20-08 to provide Landscape Maintenance for Cemetery and Mausoleum Services at Sara Sims and Boynton Beach Memorial Cemeteries; in the estimated amount of $ $64,200.00 annually based on Contract No. 2022-027 for a one (1) year term automatically renewed thereafter for four (4), one (1) year renewal periods subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. Agreement Commencing 10/01/22 – 9/30/23; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and Elite Landscaping Services dba Partnership Landscaping, LLC agree that Elite Landscaping Services dba Partnership Landscaping, LLC shall provide landscape maintenance at Sara Sims and Boynton Beach Memorial Cemeteries; in the amount of $64,200.00 annually based upon the City of Boca Raton Contract No. 2022-027 for a one (1) year term commencing October 1, 2022, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to the City of Boca Raton Contract No. 2022-027 shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be sent to:

City: City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Michael D. Cirullo, Jr., City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The following terms and conditions are hereby incorporated into the Agreement:

TAX EXEMPT. Prices applicable to City do not include applicable state and local sales, use and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request City will provide Contractor with proof of tax-exempt status.

SOVEREIGN IMMUNITY. Nothing contained in Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended.

BINDING AUTHORITY. Each person signing this Addendum on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Addendum.

ATTORNEY'S FEES. In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

D. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

SCRUTINIZED COMPANIES - 287.135 AND 215.473. By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

E-VERIFY. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1. Definitions for this Section:

    A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

    B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

    C. "E-Verify System" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

    A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

    B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

    C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract

and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

EXECUTION OF THE AGREEMENT. This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

TERMINATION FOR CONVENIENCE. This Agreement may be terminated by the City for convenience, upon fourteen (14) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Contractor abandons the Agreement or causes it to be terminated, the Contractor shall indemnify the City against loss pertaining to this termination.

TERMINATION FOR CAUSE. In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

INDEMNIFICATION. Contractor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the City arising out of or resulting from (A) Contractor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by) Contractor's, its agents, employees, subcontractors, participants, and volunteers, and (C)) Contractor's failure to take out and maintain insurance as required under this Agreement.) Contractor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable including appellate proceedings, and shall pay all costs, judgements, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of Agreement.

LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent Contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

COUNTERPARTS AND EXECUTION. This Addendum may be executed by electronic signature or by hand, in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Addendum by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

COMPLIANCE WITH LAWS. Contractor hereby warrants and agrees, that at all times material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

ASSIGNMENT. In the event Agreement, and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) days before such transfer. For purposes of Agreement, any change of ownership of COMPANY shall constitute an assignment which requires City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets related to this Agreement. Contractor shall provide City written notice of any such corporate reorganization, consolidation, merger or sale of substantially all of its assets related to this Agreement within thirty (30) days of such event.

AGREEMENT SUBJECT TO FUNDING. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Contractor to refund any prepaid fees.

Section 3. Entire Agreement. The Agreement and this Addendum, and any subsequent amendments or purchase orders signed by the Parties hereto shall constitute the entire understanding of the Parties.

Section 4. Severability. If any provision of this Addendum or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Addendum, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 5. In the event that the Elite Landscaping Services dba Partnership Landscaping, LLC agreement with the City of Boca Raton is amended, or terminated, Elite Landscaping Services dba Partnership Landscaping, LLC shall notify the City within ten (10) days. In the event the Elite Landscaping Services dba Partnership Landscaping, LLC agreement with the City of Boca Raton is amended or terminated prior to its expiration, this Contract shall remain in full force and effect,

and not be deemed amended or terminated until specifically amended or terminated by the parties hereto.

Section 6. Elite Landscaping Services dba Partnership Landscaping, LLC agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges, or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 7. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 8. In all other aspects, the terms and conditions of the Elite Landscaping Services dba Partnership Landscaping, LLC agreement are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

James Stables, Interim City Manager

ELITE LANDSCAPING SERVICES DBA PARTNERSHIP LANDSCAPING, LLC

Partnership Landscaping
(Signature), Company

DAVID BERETSKY
Print Name of Authorized Official

Director/mgr
Title

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

(Corporate Seal)

Attested/Authenticated:

City Clerk

Attest/Authenticated:

(Signature), Witness

Print Name

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF BOCA RATON AND ELITE LANDSCAPING SERVICES dba PARTNERSHIP LANDSCAPING, LLC

2022-007 Addendum 1
Partnership Landscaping, LLC
BERETSKY
Supplier Response

Event Information

Number: 2022-007 Addendum 1
Title: Landscape Maintenance for Cemetery and Mausoleum
Type: Invitation to Bid
Issue Date: 6/6/2022
Deadline: 7/5/2022 03:00 PM (ET)
Notes: Addendum No. 1 is to correct bid closing date indicated in Part I of the ITB .

The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).

The purpose of this Bid is to provide landscape maintenance services for the City's Cemetery and Mausoleum

Bidders are required to Bid on all items.

Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.

For information concerning procedures for responding to the ITB, please contact Robin Annexstein by email, annexstein@myboca.us. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum and shall be made in accordance with the Bid instructions.

The invitation to bid document is subject to change and it is the responsibility of all potential Bidders to monitor the website https://brpurch.ionwave.net/CurrentSourcingEvents.aspx for any addendums prior to submitting your Bid.

Note: For any questions submitted in the Bidding System, Bidders are requested only submit one question at a time to accurately track the questions submitted.

Note: When viewing the Bid, Bidders are requested to identify their intent to Bid. A response is not required and Bidders may proceed to reviewing the Bid Attachments.

Public Bid Opening will utilize the Go To Meeting platform as provided in the Bid Opportunities link: https://brpurch.ionwave.net/CurrentSourcingEvents.aspx

Click on Bid Number, Bid Attachments, Exhibit CMT to view dial in information and access code.

Contact Information

Contact: Robin Annexstein Buyer
Address: 201 West Palmetto Park Road
Boca Raton, FL 33432-3795
Phone: (561) 393-7880
Email: annexstein@myboca.us

Partnership Landscaping, LLC Information

Contact: David Beretsky
Address: 591 Marginal Rd
WPB, FL 33411
Phone: (954) 325-4692
Email: Dave@10Xventures.fund
Web Address: partnershiplandscaping.com

I hereby confirm authorized signature is as provided in the Bid response, Bidders Certification form

Jesus Lizano
Signature

dave@partnershiplandscaping.com
Email

Submitted at 7/5/2022 10:52:57 AM (ET)

Requested Attachments

2022-007 PART II Bid Response boca cert form new 22.pdf

Bidder to upload PART II Bid Response here and include supporting documents within this upload

2022-007 Part III Bid Pricing Form boca prices.xlsx

Bidder to upload completed PART III Bid Pricing Form

Proof of Insurability Partnership COI.pdf

Bidder to submit/upload their proof of insurability as detailed in the Special Conditions with Bid response

2022-007 Addendum No. 1 boca addendum 1 scan.pdf

Bidder to complete Addendum No. 1 for submission/uploaded with Bid response

Business Tax Receipt Boca Partnership Business tax W9.pdf

Bidder to submit copy/upload their current Business Tax Receipt for their business location. Bidder shall comply with Business Tax Receipt requirements for their business location. Bidders with a business location that does not utilize a Business Tax Receipt, this attachment is not applicable.

Bidder is registered with their State of Origin BOCA Fictious name Partnership UNDER PARENT CO ELITE.pdf

Bidder to submit/upload proof their firm name is registered with their State of Origin. (Sunbiz may be used for proof of firm name and registration)

Bid Attributes

1	**Validation of Supplier Name on Attachment A - Bid Response** Bidder is responsible for validating that the supplier name / profile in the electronic bidding system matches the name provided on your Attachment A - Bidder Certification Form. To check your supplier name in the electronic bidding system: 1. Click on the RESPONSE tab in the electronic bidding system 2. Review your Profile 3. Any necessary Company Name changes require an email request from the user with administrator rights within the electronic bidding system to email the Buyer with the "Name" to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, etc.) for review and validation. ☐ *Confirmed, Validation completed (Confirmed, Validation completed)*

PURCHASING DIVISION
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Invitation to Bid
BID NO. 2022-007
Landscape Maintenance for Cemetery and Mausoleum

Table of Contents

PART I – Terms, Conditions and Specifications
General Conditions
Special Conditions
Technical Specifications and Statement of Work
Exhibits Exhibit A – D
PART II – Bid Response
· Bidder Certification Form · Qualification of Bidder Form · Questionnaire · Drug Free Workplace Form · Schedule of Subcontractor Participation Form
PART III – Bid Response - Pricing
· Bid Pricing Form
For Public Notice: Exhibit CMT

GENERAL TERMS AND CONDITIONS

These general terms and conditions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

1 INSTRUCTIONS TO BIDDERS

1.1 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at https://www.myboca.us/253/Tabulations-Award-Recommendations.

1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific commodity code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting https://www.myboca.us/244/Supplier-Registration

1.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

1.5 Bidders are encouraged to submit their Bid document via electronic submission.. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

1.6 For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office (Room 105) at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

1.7 Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

1.8 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at https://brpurch.ionwave.net/CurrentSourcingEvents.aspx or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website. The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.

1.9 NO BIDS: If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

2 DEFINITIONS:

2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

Award – The written notice of the acceptance of a Bid deemed by the proper authority of the City to be in the best interests of the City.

Bid – a price and terms quote received in response to an ITB.

Bidder/Supplier – Person or firm submitting a Bid.

Business Days - Monday through Friday, excluding National Holidays

Calendar Days – Monday through Sunday, including National Holidays

Contract – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

Contractor – Successful Bidder who is awarded a Purchase Order, award Contract, or Term Contract to provide goods or services to the City.

Days – Calendar Day, Monday through Sunday, including National Holidays

Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

May – Denotes the permissive.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

Shall – Denotes the imperative.

Successful Bidder - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

3 BIDDING AND AWARD PROCEDURES

3.1 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.2 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:
(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the Contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.3 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each

item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

3.4 MISTAKES: Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Bidder's total will be corrected accordingly.

3.5 TAXES: The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the Successful Bidder with an exemption certificate or it may be obtained from the City's website at https://www.myboca.us/239/Supplier-Information-Help. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

3.6 BUSINESS TAX RECEIPT: Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.

3.7 CONTRACTOR LICENSE: The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

3.8 WARRANTIES OF USAGE: Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

3.9 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.

3.10 MINIMUM AND MANDATORY SPECIFICATIONS: The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications and statement of work to be acceptable to all Bidders and all objections are waived by the Bidder.

3.11 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.

3.12 PUBLIC RECORDS: Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.

3.13 DRUG FREE WORKPLACE PROGRAMS: Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by

the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

3.14 LEGAL REQUIREMENTS: Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof.
Lobbyist Registration Forms are available at:
https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f

3.15 PROCUREMENT CODE: A copy of the Procurement Code is available for your review at https://www.myboca.us/239/Supplier-Information-Help.

3.16 PUBLIC ENTITY CRIMES: In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.17 CODE OF ETHICS/CONE OF SILENCE: If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
https://www.myboca.us/230/Purchasing-Division

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

3.18 NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).

3.19 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

4 INSURANCE

4.1 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this Contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written

notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.2 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

5 PURCHASE ORDER AND CONTRACT TERMS:

5.1 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.2 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.3 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.

5.4 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.5 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the awarded Bid and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or Contract.

5.6 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.
Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

(a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Contract or purchase order document, submitted to:
invoices@myboca.us or
City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727

(b) All invoices submitted shall: consist of an original; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".

(c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Bidder's Business name and address for payment.

5.7 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.8 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.9 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting Contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this Contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract. Any assignment, sale, pledge or conveyance of this Contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

5.14 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel Contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.

5.16 RECORDS/AUDIT: The Contractor shall maintain during the term of the Contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this Contract for a minimum of (1) year beyond the last day of the Contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this Contract for the duration of the Contract and for one year following the last day of the Contract.

5.17 POST SALE AUDIT ADJUSTMENT: All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the Contract.

5.18 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.

5.19 CONTRACTOR REGISTRATION: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.

5.20 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.

5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE: Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.

5.23 GOVERNING LAW AND VENUE: Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Agreement will be interpreted

according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.

5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the Contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the Contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

1) Keep and maintain all public records related to the performance of the services.

2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.

4) Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this Contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740,

BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS

PART I - INSTRUCTION TO BIDDERS

1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Landscape Maintenance for Cemetery and Mausoleum, Bid Number 2022-007.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on June 22, 2022**.

Bidder is directed to the Response Attachments section of the City of Boca Raton eSourcing Portal for attachments to be completed and submitted with the Bid response.

1.02 PURPOSE

The purpose of this Bid is to provide landscape maintenance services for the City's Cemetery and Mausoleums located at 451 SW 4th Avenue, Boca Raton, FL 33432.

1.03 HOW TO RESPOND TO THIS BID

Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

Submission of the Bid response by electronic transmission using the City of Boca Raton eSourcing Portal located at https://brpurch.ionwave.net/Login.aspx. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City of Boca Raton eSourcing Portal pursuant to the directions in the City of Boca Raton eSourcing Portal. Please note that the maximum file size is 100 MB for an uploaded file.

Bidders are strongly encouraged to read the Supplier Guides and Tutorials available in the City of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City of Boca Raton eSourcing Portal and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City of Boca Raton eSourcing Portal.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City of Boca Raton eSourcing Portal.

Delivery of the Bid response as a sealed paper Bid response.

The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division, Room 105
Attn: Robin Annexstein
Bid Number: 2022-007, Landscape Maintenance for Cemetery and Mausoleum
201 W. Palmetto Park Road
Boca Raton, FL 33432

i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2022-007, Landscape Maintenance for Cemetery and Mausoleum".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their Bid document for review by the City. Each applicable response attachment as provided in the City of Boca Raton eSourcing Portal are to be submitted in accordance with the instructions for each specified attachment.

1.03.1 Rejected Bid Response

A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected. As indicated above, the City of Boca Raton eSourcing Portal will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

1.03.2 Viewing of Bid Response

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page https://www.myboca.us/253/Tabulations-Award-Recommendations

Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

In addition to General Condition Item 1.7, the City utilizes "Go To Meeting" as their Communications Media Technology (CMT) as fully detailed in Exhibit CMT for the public Bid opening.

1.04 INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least seven (7) business days prior to the Bid due date at the address listed below**.

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request which shall reach the City at the address listed below at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

Inquiries shall clearly address the Bid number and Bid title in the subject line and be addressed to the City's Purchasing Division at:

City of Boca Raton/Purchasing Division, Room 105
Attn: Robin Annexstein
Bid Number: 2022-007, Landscape Maintenance for Cemetery and Mausoleum
201 W. Palmetto Park Road
Boca Raton, Florida 33432

Or by Email
Email: annexstein@myboca.us

Oral explanation given before the opening of the Bid will not be binding. Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding.

1.05 EXISTING CONDITIONS / INSPECTION OF FACILITIES

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, ascertain pertinent local conditions and its relation to any other work in the area, including possible interference from other site activities. Bidders may visit the locations on their own and can refer to Exhibit C – Maps, which contains maps of all locations or they may contact City Representative Julia Shelton, 561-393-7748 regarding questions on the directions and/or locations requiring service.

Bidders are advised to make a thorough inspection of the site. After the Bid has been awarded, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his/her control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

PART II DEFINITIONS

2.01 DEFINITIONS

City of Boca Raton eSourcing Portal: the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

PART III BIDDING AND AWARD PROCEDURES

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

3.02 QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder’s qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder’s Bid response being

considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN QUALIFICATION OF BIDDER FORM.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to warrant that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.05 SUBCONTRACTING

It is the intention of this Bid not to subcontract any work. However, if a Bidder must subcontract, subcontracting is ONLY permitted for the following services: Chemical Pest Control. **If subcontracting for chemical pest control services, Bidder shall show documentation of at least one person employed with their firm or subcontracted and assigned to this Contract that has a current State of Florida Certified Pesticide Applicator's License to perform Chemical Pest Control Services as detailed in the Qualification of Bidder form.**

If a Bidder will be subcontracting any portion of the work, for any reason, Bidder must include **this information with their Bid response in writing by use of Schedule of Subcontractor Participation Form detailing extent of work to be performed by subcontractor**

If Bidder should need to change subcontractor information, changes are subject to the approval by the City. The City of Boca Raton reserves the right to reject a Bid of any Bidder if the Bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

Changing subcontractors throughout the course of the Contract is prohibited, unless the Contractor obtains written approval from the City project manager and replaces the subcontractor with a new subcontractor that is equivalent in experience and qualifications. The City reserves the right to reject any request to change subcontractor that does not meet these requirements, and Contractor will be required to find an equivalent subcontractor.

Contractor shall ensure that all subcontractors have and maintain proper insurance for the portion of the work that they will be completing, as well as all workers' compensation and other insurance.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City of Boca Raton.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.9 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's Bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or

warranties, it is understood and agreed the general conditions, special conditions and technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

- The City reserves the right to award to a single Bidder on an all or none basis. Bidder is required to bid all items to be considered.

3.08 TIE BID RESPONSES

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.

B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

3.09 POST AWARD MEETING

Within seven (7) days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Summarized Time Schedule
- Number of crew
- Plan of entry, exit and flow of service
- Contact lists and phone numbers

PART IV INSURANCE REQUIREMENTS

Proof of ability to obtain insurance to be submitted with Bid document unless exempted.

4.1 COMMERCIAL GENERAL LIABILITY

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed $25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.2 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440**. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.3 BUSINESS AUTOMOBILE LIABILITY

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.4 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.5 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the Purchasing Division by email to Purchasing-Insurance@myboca.us

PART V PURCHASE ORDER AND CONTRACT TERMS

5.01 CONTRACT

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

5.02 CONTRACT PERIOD AND AUTOMATIC RENEWAL

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a one (1) year term **automatically** renewed thereafter for four (4), one (1) year renewal periods subject to termination clause(s) as provided herein.

Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

5.03 ANNUAL COST ADJUSTMENT

Prices quoted shall be firm for year one (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1. Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bonafide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if adjustments are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

5.04 MODIFICATIONS/ADDITIONS/DELETIONS OF SERVICES

Although this Bid identifies specific products/services/locations to be serviced, it is hereby agreed and understood that any product/service/location may be deleted from this Contract at the option of the City at any time when and where deemed necessary with written notice by the City.

When the City may require additional products/services/locations, the Contractor agrees to provide a price quote for such product/services/locations based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services/locations from other vendors or to cancel the Contract or a portion of the Contract. Items added or amended must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee by use of a contract modification.

5.05 METHOD OF ORDERING

Multiple purchase orders will be issued by the City. Purchase order(s) will be issued for each fiscal year of the Contract term. The authorized using Department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this Bid are applicable. **Only awarded Bid items may be purchased on a Purchase Order and Contractor** is to take all necessary steps to only provide awarded Bid items. Invoices must reference purchase order number.

5.06 DEFAULT FOR DELIVERY TIME REQUIREMENTS

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may cancel the Purchase Order and/or Contract and any outstanding services with no penalty to the City and undertake the necessary work through its own services, from another vendor source or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.07 QUANTITY

The quantities shown are estimated as annual requirement.

The City of Boca Raton reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

5.08 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.3 and 5.6, the City of Boca Raton will pay 100% of the Contract price for each order after all items have been delivered/installed and accepted / after all services have been provided and accepted by the City. The using department will make final inspection of the material/services covered by this Bid when it is delivered / installed in accordance with the specifications and must be approved before payment is made.

5.09 UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and given a time frame to correct the work/deficiency. There will be no cost to the City for these corrections. If work/deficiency is not corrected, or if the Contractor fails to perform any required service within the time frame agreed to, the City reserves the right to:

a. Obtain the service of an alternate Contractor. Deductions of the cost of such substitute will be made from the Contractor's payments or owed to City. Exemptions may be given by the City if notified of any delays, problems or conflicts that may arise during the course of a particular project.

b. Negotiate with the Contractor on a payment for the portion of acceptable work completed and usable to the City.

c. Request for immediate replacement of services of partial or entire order.

d. Cancellation of remaining order at no cost to the City

e. Withholding payment until compliance is received

Unsatisfactory performance may result in the termination of the Contract

5.10 PURCHASE ORDER DURATION

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract’s term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract’s terms and conditions.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the City term Contract shall apply to the single delivery/performance and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Contract. However, if the Contractor expressly and in writing notifies the City Buyer as listed on the Purchase Order within three (3) business days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration

of the term contract, then the purchase order will either be amended in writing by the City within three (3) business days of receipt of the Contractor's notice to reflect the term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the term contract period by more than twelve months, including any term extension periods.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

5.11 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or Contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.12 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.13 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2022-007, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

5.14 PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, Contractor shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Project Manager or appointed designee.

No road or street shall be closed to the public, except with the permission of the Using Department and proper governmental authority. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

5.15 EXISTING UTILITY FACILITIES

The Contractor is to investigate, by pot-holing or by other methods, to verify the location of all existing utilities. Any conflicts found are to be brought to the attention of the City for resolution prior to start of work. Unless

otherwise directed, the Contractor is to support or otherwise protect all other utility companies' facilities while work is in progress. Unauthorized work, where damages are sustained by any utility (including irrigation) as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money shall be due for this repair or replacement work under this Contract.

5.16 LICENSES

In addition to General Condition 5.18, the following license is required:

- State of Florida Certified Pesticide Applicator's License to perform Chemical Pest Control Services – held by Contractor or Subcontractor responsible for all pesticide applications. Bidder must submit a copy of Contractor or Subcontractor's valid Florida Certified Pesticide Applicator's License with Bid submittal.

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TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

PART I STATEMENT OF WORK

The City of Boca Raton is seeking contracted services to perform landscape maintenance services for the City's Cemetery and Mausoleum. Services are intended on a routine, ongoing basis as specified herein throughout the term of the contract period. Services should be scheduled so that they occur, as much as possible, at equally spaced time intervals during each month.

PART II TECHNCIAL SPECIFICATIONS

Maps that are provided are for bidders reference only. Maps are attached as Exhibit C herewith and provided to bidders to reflect a drawing or aerial view of areas requiring service. Bidders shall reference map information to identify the parameters of the locations requiring service.

1. Turf Care Maintain turf areas in a healthy, growing, green, trim condition by performing the following operations:

   1.1. Mowing general

   a. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass.
   b. Rotary mowers will be used on St. Augustine grass and Bahia Grass.
   c. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and the current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
   d. All mower blades shall be sharp enough to cut, rather than to tear grass blades.
   e. All litter and debris shall be removed from turf before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, etc.
   f. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for replacement or repair.
   g. Grass clipping or debris caused by mowing will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as the turf is mowed. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent property.
   h. Mowing will not be done when weather or conditions will result in damaged turf.
   i. Berms must be mowed with small trim mowers. Riding mowers or weed eaters will not be permitted on berms.
   j. The Contractor shall carefully mow around markers and vases that have flowers and/or other objects and complete the area with a String Trimmer.
   k. Mowers should not be driven directly over or on the markers.
   l. Mower should be driven in a slow and consistent manner due to inconsistencies in the ground elevation, in order to prevent scalping the turf.

   1.2. Mowing Specifics (St. Augustine Grass)

   a. Grass is never to exceed six (6) inches in height. Never mow lower than three and one half (3 1/2) inches.
   b. Cemetery and Mausoleum areas must be mowed within a three (3) consecutive day period: Wednesday, Thursday and Friday, year- round.
   c. A mowing schedule will be provided to the Contractor monthly and will be followed in strict accordance.
   d. Special attention will be given to all National Holidays to ensure the cemetery is cut and edged two days prior to that holiday.

   SPECIAL NOTE: MOWING FREQUENCIES MAY BE DECREASED OR INCREASED DUE TO CLIMATIC FACTORS DETERMINED BY THE CITY.

2. String Trimming, Edging and Blowing

   a. String Trimming Grass shall be string trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed. Trimmings must be removed from around all obstacles in the turf such as posts, trees, walls, and cement medians. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

   b. Edging Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following, mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming") is directed shall be edged with a manual or mechanical edger to a neat vertical uniform line. Edging is required with each mowing.

      Dirt and debris produced by edging or trimming will be removed completely from site.

      Turf will be mechanically edged around all tree rings in lawn areas as directed by City designee. Turf will be mechanically edged approximately ten (10) inches out from the drip line of shrubs and hedges.

      Option: (Chemical Edging) Chemical application may be used in addition to mechanical edging, to kill weeds and turf in areas such as planters, areas adjacent to buildings, tree rings, fence lines, and cement medians (concrete divider isles). Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to have no drift. Contractor is responsible for replacement of all damaged sod and other plant material at Contractor's cost. If replacement is not completed within one week of notification, City may replace sod or other plant material and deduct the cost from Contractor's monthly payment application.

   c. Sting Trimming, Edging and Blowing shall be done during or immediately following mowing within a three (3) consecutive day period: Wednesday, Thursday and Friday, year-round.

   d. Edging of Flat Ground Level Markers - All flat ground level markers shall be mechanically edged and shall be done with each mowing cycle. All grass and weeds shall be trimmed back at least one (1) inch from all sides of markers. All cuttings and debris will be removed completely from site. All flat markers must be vertically edged by mechanical "blade" method. Rotary nylon line trimmers are not acceptable for marker edging.

   e. Blowing: Grass clipping or debris caused by mowing, trimming or edging shall be removed from adjacent walks, ground markers, and seating areas on the same day as the turf is mowed. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, bike paths, canals or adjacent property

3. Shrub Trimming

   a. Shrubs shall be cut narrower at the top than at the bottom.

   b. Shrubs must appear orderly and neat at all times. General shrub trimming shall be done **once a month.** The City reserves the right to increase or decrease the frequency as deemed necessary due to climatic conditions.

   c. Contractor to remove all clippings from shrub tops, bases and adjacent areas. Remove and dispose off site all shrub cuttings and clippings from the shearing and trimming operations on the same day as operation occurs. Under no circumstances are clippings to go into roadways or walkways.

4. Weed Removal

   Definition: A weed is defined as any plant that is not desired in a given location as defined by the existing landscape plan. **A weed-free condition describes total elimination and removal.**

   A. Weed Removal:

Contractor shall provide weed removal service with each mowing cycle. The City reserves the right to increase or decrease frequencies due to climatic factors as determined by the City's Contract Administrator. **Contractor is responsible for keeping all areas weed-free at all times.**

a. Weeds are to be completely removed from all shrub, hedge, ground cover, gutters, cement, medians, flower beds, tree rings or other pavement, paver block and asphalt areas during the contract period. The entire Cemetery shall remain **weed-free** at all times using manual or chemical methods.

b. Weeds are to be completely eliminated from edges of asphalt and/ or paver block areas, valve boxes, signposts, irrigation equipment and catch basins.

c. Any hardscape element shall be immediately repaired or replaced by the Contractor if it is damaged or stained as a result of this service. Damage to other plant material shall be immediately repaired/replaced by the Contractor.

d. There shall be no run-off of chemicals into adjacent canals.

e. Contractor shall submit all Material Safety Data Sheets (M.S.D.S/S.D.S.) on products to be used for weed-eradication 48 hours in advance.

f. Each frequency must commence on schedule and last no more than 3 days per frequency to complete.

g. Each frequency is then subject to inspection for compliance. Weekly inspections will be performed and deductions shall be taken for areas found not to be weed-free. Deductions will be taken for incomplete work.

h. Weeds may be eliminated manually by hand pulling, scuffle hoeing, etc.

i. Weeds may be eliminated by applying a glyphosate-based herbicide (Round-up) in a granular or liquid form or by applying a pre/post emergent. There shall be no evidence of dead weeds.

j. Contractor shall supply all chemicals as part of the contract at no additional cost. Contractor should use a one-day weed elimination product for highly visible areas.

k. All weed debris is to be removed from the site the same day.

B. General Use for Chemicals:

a. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws.

b. Contractor shall provide M.S.D.S./S.D.S. to the City designee for all proposed chemicals and fertilizers with commercial name, application rates and type of usage 48 hours prior to use.

c. Contractor shall notify City of day, time and method of application 48 hours prior to application. Signage shall be applied immediately prior to application in the immediate area of application. Signage to remain in place as dictated by the product label.

d. Applicator shall follow all label instructions and precautions and calibrate the spreader or sprayer to the correct rate of application per 1,000 sq. ft.

e. Upon completion, the Contractor shall record all pertinent information on the City's chemical use form (see Exhibit D)and immediately forward to the City. (Records must be kept and retained as prescribed by law for the use of fertilizers and chemicals, of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions).

f. Any soil, sod, plants or hardscape damage during the chemical operation by misuse of fertilizer or chemicals shall be removed, repaired and/or replaced by the Contractor at his/her cost immediately. If replacements have not been made within one week after notification, the City may make replacements and deduct the cost of labor and materials from the Contractor's payment.

g. Contractor to carry at all times materials to clean up a spill and shall not transport any open containers or spray tanks.

h. Vehicular access shall be scheduled and applications are to be performed prior to 11:00 a.m. weekdays only. (No weekend or holiday applications shall be permitted.) Contact City designee to schedule all activities.

5. Mulch

The City will provide Mulch to the Contractor at a single site, to be determined. Contractor shall apply mulch as follows:

Shredded mulch shall be added to planting beds and tree rings 2 times annually, in May (prior to the Memorial Day weekend) and in late October/early November (prior to the Veterans Day weekend) . Mulch shall be applied two (2) inches thick. Beds shall be clean of weeds when new mulch is applied. Mulch must not contact stems, branches or trunks as this can cause damage to plant material. Mulch shall be kept clear of valve boxes, water meter boxes and other irrigation components.

6. General

a. Unless otherwise specified, no maintenance shall be performed on weekends or holidays unless requested **in writing** and approved **in advance** by the Contract Administrator.

b. Special attention shall be given to specified areas prior to national holidays and holiday weekends to ensure that the City is at its best during these times. Contractor will verify that all required maintenance has been properly performed no more than two days in advance of holidays and holiday weekends. See Exhibit A – City Observed Holidays

c. Contractor shall receive schedules each month identifying required dates for semi-annual, monthly or weekly contract services.

d. Contractors are required to follow "State of Florida Manual on Traffic Control and Safe Practices." Contractors are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel. For identification purposes all maintenance vehicles shall have Contractor name and/ or logo displayed prominently. All staff shall wear shirts with Contractor name and/ or logo prominently displayed; all staff shall wear safety vests and other personal protective equipment as necessitated by task. Contractor staff will be dismissed from site by City personnel if not in compliance.

e. Contract Administrator shall inspect contract areas after scheduled maintenance. Failure to provide services as requested in this bid may result in necessary action as outlined in the Special Conditions.

f. Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Friday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from City employees should be returned within four (4) business hours. .

g. At any time during the contract period, if the City removes trees and/or various shrubs due to storm damage and/or determines to remove trees and/or various shrubs at the discretion of the City for any reason, the Contractor shall maintain the replacement trees and/or shrubs at no additional cost to the City, provided that the maintenance is similar and/or the same to the species that existed prior to replacement. Installation of palms and/or major re-beautification to areas will be done in accordance with Special Condition 5.04 “Modifications/Additions/Deletions of Services”.

EXHIBIT A

SUMMARIZED TIME SCHEDULE

The City reserves the right to add, delete and/or change the schedule of services listed herein providing advance notification to the Contractor.

1 TURF CARE	
Turf Care	**Work to be Performed:**
Mowing	Once a week within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
2 STRING TRIMMING, EDGING AND BLOWING	
String Trimming, Edging and Blowing	**Work to be Performed:**
String Trimming Grass	Once a week within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
Edging	Within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
Blowing	Once a week within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
Edging of Flat Ground Level Markers	Once a week within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
3 SHRUB TRIMMING	
Shrub Trimming	**Work to be Performed:**
Shrub Trimming	Once a month.
4 WEED REMOVAL TO VARIOUS AREAS	
Weed Removal	**Work to be Performed:**
Weed Removal	Once a week within a three (3) consecutive day period Wednesday, Thursday and Friday of each week, year round.
5 MULCH	
Mulch Application	**Work to be Performed:**
Mulch Application	Mulch provided by City; application two times annually, in May and in October/November.

EXHIBIT B
CITY OBSERVED HOLIDAYS

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

EXHIBIT C
MAUSOLEUM

O - Main Complex

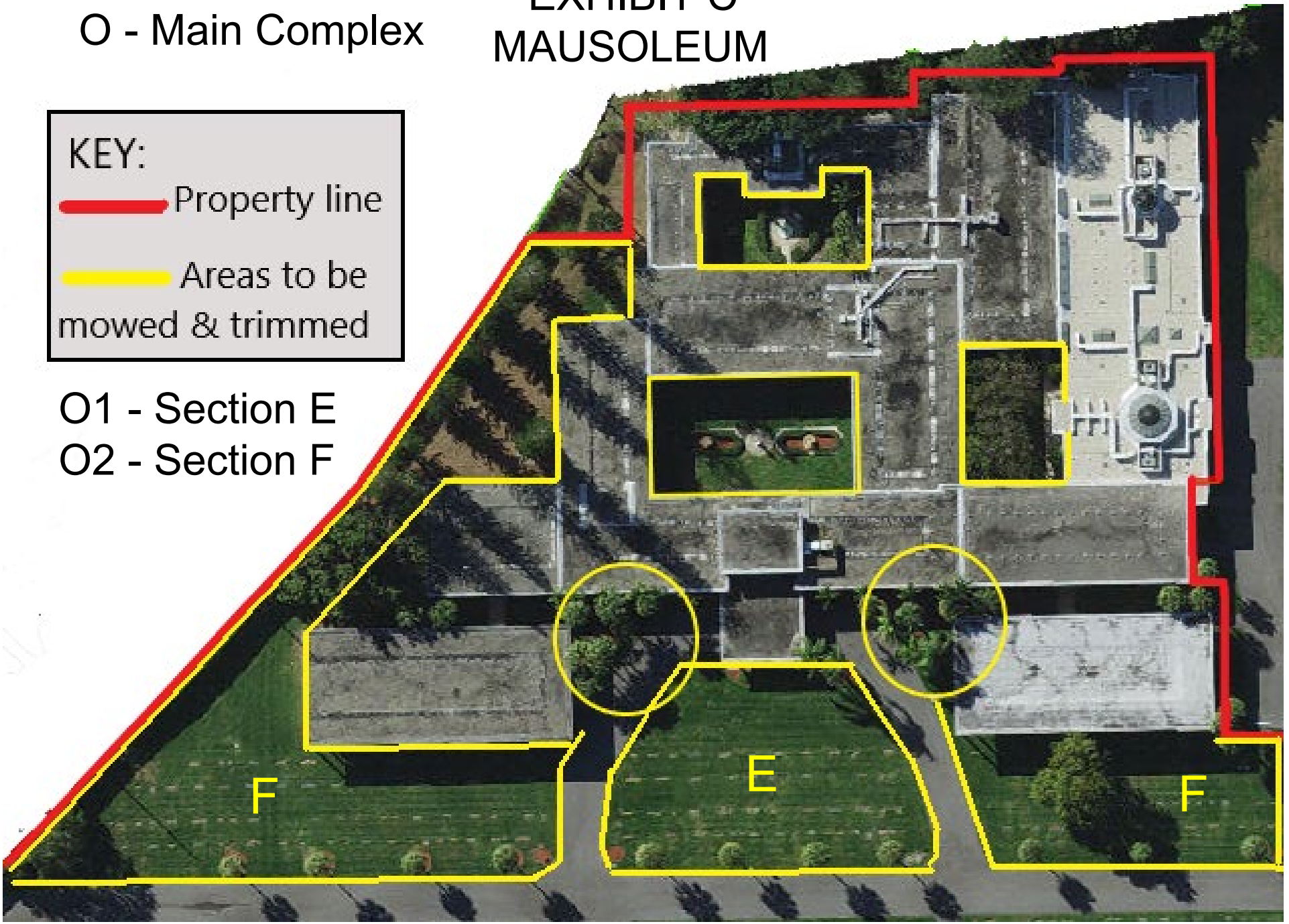
KEY:

Property line

Areas to be mowed & trimmed

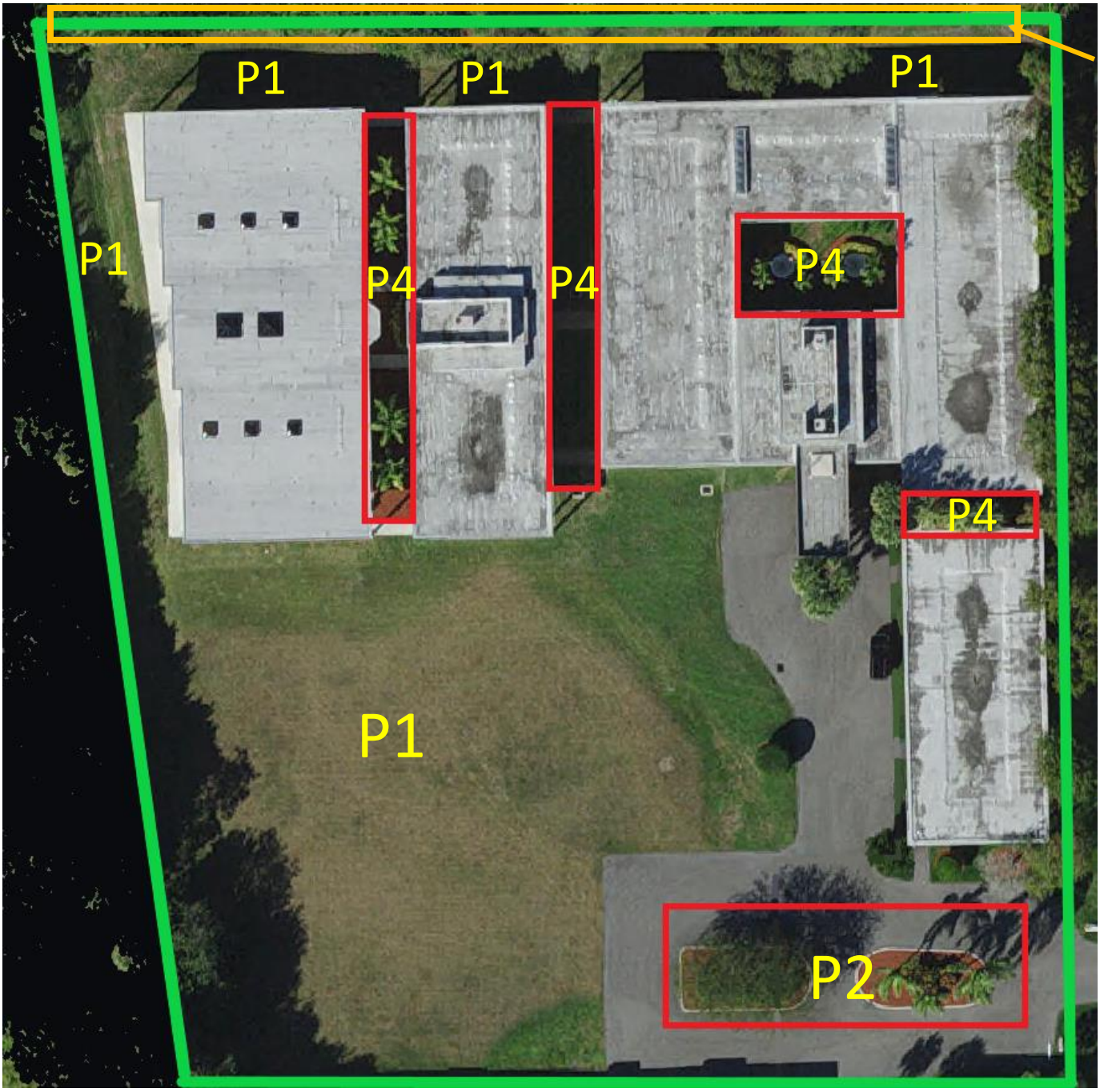
O1 - Section E

O2 - Section F



SECTION P

North Buildings

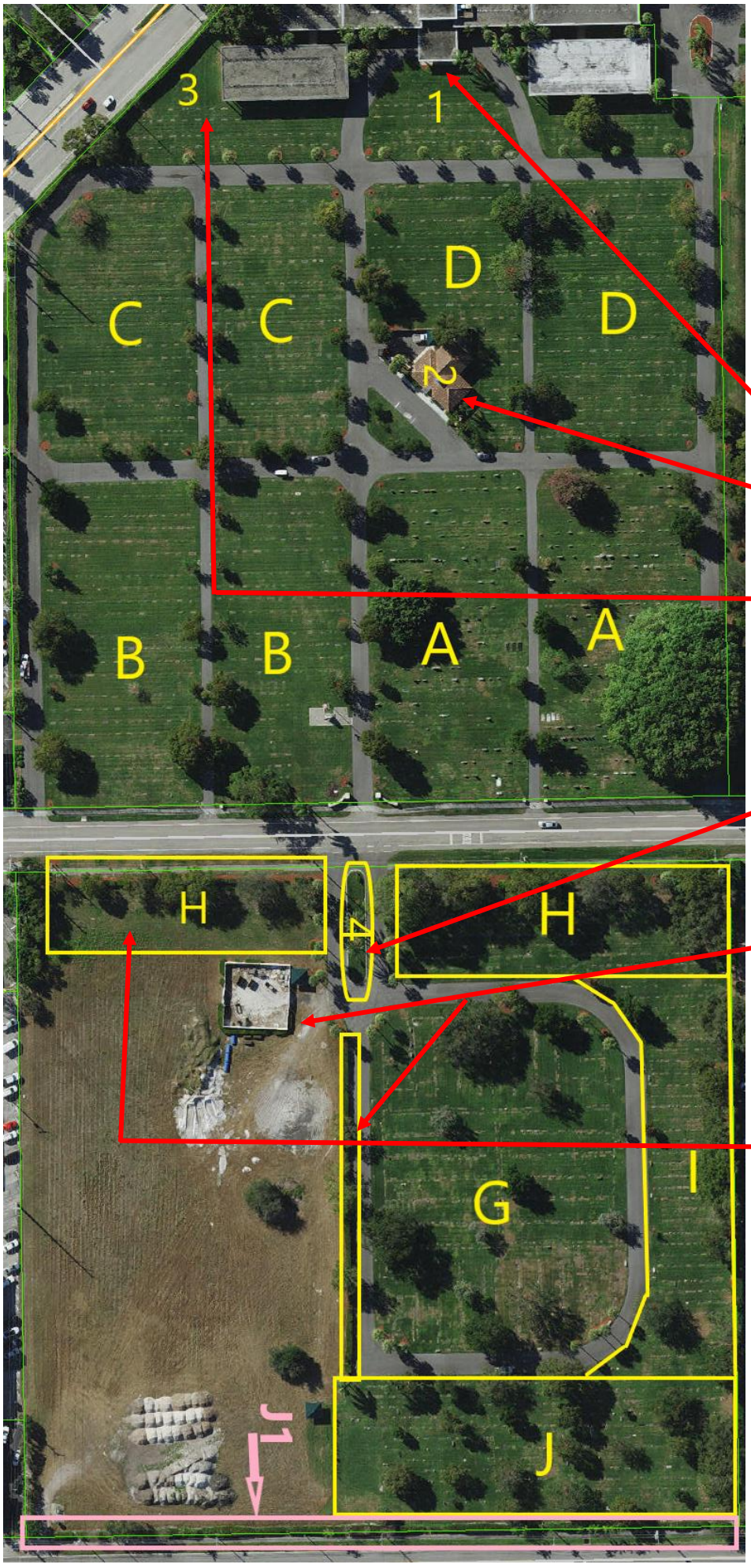


P1 – TURF AREA

P2 – MEDIAN

P3 – PODOCARPUS HEDGE

P4 – GARDEN, (2) PALM BEDS, (1) STRIP OF GRASS



AREA LOCATIONS: A-K

K - COMMON AREAS

Defined as:

1. Portico to Section E

2. Administration bldg.

3. Camino Real – both sides of hedge and area behind Mausoleum Bldg.

4. Island for east entrance.

G – Cocoplum Hedges (includes Cocoplum hedges around white fence enclosure)

H – Maintain Cocoplum hedges and Bahia sod from sidewalk to 40 feet east of sidewalk

J1 – Turf area to be maintained

EXHIBIT D

CITY OF BOCA RATON

CHEMICAL/FERTILIZER APPLICATION LOG

Name of Applicator	Company	Date (D/Mo/Yr)	Time	Location	Target Area	Pest	Product Used/Application Rate	Type Equipment Used	Weather Conditions

BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder**: _____
(Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: (____) Corporation (____) Limited Liability Corporation

(____) Sole Proprietorship (____) Partnership/Joint Venture

Business Address:

Street Address : _____
(P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: (____) check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF: _____ COUNTY OF _____
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this_____ day of _____, 20_____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

QUALIFICATION OF BIDDER FORM

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Name of Bidder: _____

Qualification Requirement No. 1

Bidder shall provide three (3) references for landscape maintenance services (including mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching, for accounts similar in area size and type of facility, satisfactorily completed denoting service description, service area size, dates of contracts, names, addresses and phone numbers of clients (private and/or public entities) within the time range of May 2018 through May 2022. References shall be for prior or ongoing service contracts with at least twelve (12) months continuous service completed.

Reference No. 1

Company/Entity Name _____
Address _____
City, State, Zip _____
Contact Name & Title _____
Contact Email _____
Contact Phone No. _____
Dates of Service Period _____

Summary of Services Provided: _____
_____
_____

Confirm this reference was for provision of mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching

☐ Yes ☐ No

Reference No. 2

Company/Entity Name _____
Address _____
City, State, Zip _____
Contact Name & Title _____
Contact Email _____
Contact Phone No. _____
Dates of Service Period _____

Summary of Services Provided: _____
_____
_____

Confirm this reference was for provision mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching

☐ Yes ☐ No

Reference No. 3

Company/Entity Name _____
Address _____
City, State, Zip _____
Contact Name & Title _____
Contact Email _____
Contact Phone No. _____
Dates of Service Period _____

Summary of Services Provided: _____
_____
_____

Confirm this reference was for provision of mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching
☐ Yes ☐ No

Qualification Requirement No. 2

Bidder shall have a minimum of one person employed with their firm or subcontracted and assigned to this Contract that has a current State of Florida Certified Pesticide Applicator's License to perform Chemical Pest Control Services. Bidder to submit a copy of the individual's certification as part of Bidder's Bid response.

Named individual on Certificate: _____

Confirm certification provided as an Attachment to the Bidder Qualification submittal: ☐ Yes ☐ No

Qualification Requirement No. 3

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Bidder Certification" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: _____

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted Yes ☐ No ☐

QUESTIONNAIRE

Name of Bidder: _____

---

1. Name of individual to contact with questions regarding Bid submittal:
   Name/Title: _____

   Phone: _____ Email: _____

2. Contact person for Insurance Certificate:
   Name_____

   Phone: _____ Email: _____

3. Contact person for Accounts Receivable and is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

   Name _____ Title_____

   Phone: _____ Email: _____

4. Bidder must have an office phone number, Cell number and Email address where staff can be contacted Monday through Friday between the hours of 7:00 a.m. – 5:00 p.m. Staff listed should include, owner, supervisors, office staff, etc.

Contact Name	Office Phone	Cell Phone	Email Address

5. Bidder to list their equipment to be used. The equipment list shall be up-to-date and include brands, model numbers and age of equipment.

   _____

   _____

   _____

   _____

   _____

   _____

   _____

6. List the specific number of workforce and their titles to be assigned to this contract.

   _____

   _____

   _____

   _____

   _____

_____

_____

7. Bidder to provide physical address of where vendor stores equipment (i.e.: Trucks, Mowers, Lawn equipment, etc.)

_____

_____

_____

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

Name of Bidder: _____

It is the intention of this Bid that the Bidder does not subcontract any work as detailed in the Special Conditions, Item 3.05. **However, if a Bidder must subcontract, subcontracting is ONLY permitted for the following services: Chemical Pest Control**.

Bidder to identify each subcontractor that will be performing any portion of the work, for any reason. Bidder to submit this information with their Bid response using the City form or a separate form that provides at a minimum the information detailed herein.

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

_____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

_____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

_____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

_____

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

_____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

_____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business/Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ / _____
Signature of Bidder Name Printed

_____
Date

2022-027 Landscape Maintenance for Cemetery and Mausoleum
Part III Bid Response - Pricing Form and Rates

Bidders are directed to the Method of Award Language in the Special Conditions for requirements related to the line items/groups that are or are not required to be bid on.

Bidders prices shall reflect ALL the terms, conditions and specifications noted in this bid for all areas. With the exception of the shaded boxes, bidder must bid on all items/boxes in each of the areas to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive and thereby rejected. Bidders are encouraged to submit prices of a monetary amount of $0.00 or higher. If bidder submits a monetary amount of $0.00, such $0.00 bid price shall mean "No charge to the City". Reference of any other words for item(s) such as, but not limited to "Not Applicable", "No Bid", "N/A", "Included" SHALL NOT BE ACCEPTED and bidder's bid response will be rejected.

AREA LOCATION	Mowing	String Trimming	Edging	Blowing	Edging of Flat Ground Level Markers	Shrub Trimming	Weed Removal	Mulch Application
CEMETERY	unit price	unit price	unit price	unit price	unit price	unit price	unit price	unit price
A. SECTION A								
B. SECTION B								
C. SECTION C								
D. SECTION D								
E. SECTION E (SEE O1.)								
F. SECTION E (SEE O2.)								
G. SECTION G								
H. SECTION H								
I. SECTION I								
J. SECTION J								
J1. SECTION J1								
K. COMMON AREAS								
L. SUB TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
M. ESTIMATED ANNUAL QTY	**52**	**52**	**52**	**52**	**52**	**12**	**52**	**2**
N. TOTAL PER TASK FOR CEMETERY (L X M)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

MAUSOLEUM

O. MAIN COMPLEX								
O1. SECTION E								
O2. SECTION F								
P. NORTH BUILDINGS								
P1. TURF AREA								
P2. MEDIAN (Tibouchina & Ixora)								
P3. PODOCARPUS HEDGE								
P4. TWO WEEPING HIBISCUS, BED & STRIP OF GRASS								
Q. SUB TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R. ESTIMATED ANNUAL QTY	**52**	**52**	**52**	**52**	**52**	**12**	**52**	**2**
S. TOTAL PER TASK FOR MAUSOLEUM (Q X R)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

GRAND TOTAL (Add all totals for ROW N and S):	**$0.00**

Company Name:	**Date:**

CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

June 22, 2022

Addendum No. 1
Bid No. 2022-007
Landscape Maintenance for Cemetery and Mausoleum

The following Addendum items are amendments to the original Bid document and shall be considered as an integral part of said Bid document and bindings thereon as if bound therein. All items of the Bid document shall remain intact unless amended by this addendum. Addendum No.1 is one (1) page and includes no attachments.

This addendum serves as notice of the following change(s). Changes are as denoted by use of underline (additions) and strikeout (deletion).

PART I TERMS CONDITIONS AND SPECIFICATIONS, SPECIAL CONDITIONS, PART I INSTRUCTIONS TO BIDDERS:

A. Amend fourth paragraph, item 1.01, INSTRUCTIONS TO BIDDERS

Due date and time for Bid response: Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on ~~June 22, 2022~~ July 5, 2022.

Robin Annexstein
Buyer

Bidder to acknowledge this addendum by completing the section below and submission of this form with their Bid document.

Company Name: _____/ Signed: _____

CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
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June 22, 2022

Addendum No. 1
Bid No. 2022-007
Landscape Maintenance for Cemetery and Mausoleum

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PART I TERMS CONDITIONS AND SPECIFICATIONS, SPECIAL CONDITIONS, PART I INSTRUCTIONS TO BIDDERS:

A. Amend fourth paragraph, item 1.01, INSTRUCTIONS TO BIDDERS

Due date and time for Bid response: Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on ~~June 22, 2022~~ July 5, 2022.

Robin Annexstein
Buyer

Bidder to acknowledge this addendum by completing the section below and submission of this form with their Bid document.

Company Name: Partnership Landscaping / Signed: David Beretsky

BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder:** Partnership Landscaping
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 30-0992212

Above Bidder is: (yes) Corporation (____) Limited Liability Corporation

(____) Sole Proprietorship (____) Partnership/Joint Venture

Business Address:

Street Address : 1351 Wyndcliff Dr
(P.O. Box Address is not permitted)

City, State, Zip: Wellington, Fl 33414

Mailing Address: (____) check if same as Business Address above

Street Address: 11924 Forrest Hill Blvd STE 10A- #371

City, State, Zip: Wellington, Fl 33414

Business Phone No: 561-371-4468

Business Fax No.: ____

Authorized Signer:

Name of Authorized Signer: Jesus Lizano

Title of Authorized Signer: Owner
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: info@partnershiplandscaping.com

Authorized Written Signature: Jesus Lizano

STATE OF: Florida COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of yes *physical presence or* ____ *online notarization this* 28 *day of* June, 2022, *by* Jesus Lizano, *who is personally known to me (or who has produced* FL DL *as identification).*

NOTARY PUBLIC SIGNATURE: [signature]

NOTARY NAME: Nicole Shemosh

Commission Number: GG 263139 My Commission Expires: September 30, 2022

NICOLE H. SHEMESH
MY COMMISSION # GG 263139
EXPIRES: September 30, 2022
Bonded Thru Notary Public Underwriters

QUALIFICATION OF BIDDER FORM

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Name of Bidder: Partnership Landscaping

Qualification Requirement No. 1

Bidder shall provide three (3) references for landscape maintenance services (including mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching, for accounts similar in area size and type of facility, satisfactorily completed denoting service description, service area size, dates of contracts, names, addresses and phone numbers of clients (private and/or public entities) within the time range of May 2018 through May 2022. References shall be for prior or ongoing service contracts with at least twelve (12) months continuous service completed.

Reference No. 1

Company/Entity Name	Triple Crown Property Mgt
Address	11496 Pierson Rd C-13
City, State, Zip	Wellington, Fl 33414
Contact Name & Title	Phil- Property Mgr
Contact Email	triplecrownphil@gmail.com
Contact Phone No.	561-601-2258
Dates of Service Period	Jan 2018-Current

Summary of Services Provided: Property maintenance, landscape and irrigation installations, modifications, etc

Confirm this reference was for provision of mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching

☒ Yes ☐ No

Reference No. 2

Company/Entity Name	AION
Address	327 West Lantana Rd
City, State, Zip	Lantana, Fl 33462
Contact Name & Title	Moss- Property MGR
Contact Email	
Contact Phone No.	561-906-1458
Dates of Service Period	May, 2017-Current

Summary of Services Provided: Full landscape services from property maintenance to landscape & irrigation installations, and modifications

Confirm this reference was for provision mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching

■ Yes ☐ No

Reference No. 3

Company/Entity Name	Jones Awning
Address	127 NW 16th Street
City, State, Zip	Pompano Beach, FL 33060
Contact Name & Title	Jeff- Owner
Contact Email	
Contact Phone No.	561-402-6420
Dates of Service Period	May 2017- Current

Summary of Services Provided: Full landscape services from property maintenance to landscape & irrigation installations, and modifications

Confirm this reference was for provision of mowing, string trimming, edging, blowing, shrub trimming, weed control, and mulching

■ Yes ☐ No

Qualification Requirement No. 2

Bidder shall have a minimum of one person employed with their firm or subcontracted and assigned to this Contract that has a current State of Florida Certified Pesticide Applicator's License to perform Chemical Pest Control Services. Bidder to submit a copy of the individual's certification as part of Bidder's Bid response.

Named individual on Certificate: Luke Lewis

Confirm certification provided as an Attachment to the Bidder Qualification submittal: ■ Yes ☐ No

Qualification Requirement No. 3

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Bidder Certification" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: 5

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted Yes ■ No ☐

QUESTIONNAIRE

Name of Bidder: Partnership Landscaping

1. Name of individual to contact with questions regarding Bid submittal:
   Name/Title: David Beretsky/ MGRM
   Phone: 9543254692 Email: dave@partnershiplandscaping.com

2. Contact person for Insurance Certificate:
   Name Jesse Lizano
   Phone: 561-371-4468 Email: info@partnershiplandscaping.com

3. Contact person for Accounts Receivable and is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:
   Name Jesse Lizano Title Owner
   Phone: 561-371-4468 Email: info@partnershiplandscaping.com

4. Bidder must have an office phone number, Cell number and Email address where staff can be contacted Monday through Friday between the hours of 7:00 a.m. – 5:00 p.m. Staff listed should include, owner, supervisors, office staff, etc.

Contact Name	Office Phone	Cell Phone	Email Address
David Beretsky	954 325 4692		dave@partnershiplandscaping.com
Jesse Lizani	561-371-4468		info@partnershiplandscaping.com

5. Bidder to list their equipment to be used. The equipment list shall be up-to-date and include brands, model numbers and age of equipment.
   2021 - Big Dog Trooper 36" (mower)
   2022 - Big Dog Trooper 36" (mower)
   2022 - Big Dog Trooper 60" (mower)
   (4) - Stihl FS91c (string Trimmers)
   (4) - Stihl FC91c (Edgers)
   (4) - Stihl BR 800 (Blowers)
   (4) - Stihl HL 94K (Hedge Trimmer)

6. List the specific number of workforce and their titles to be assigned to this contract.
   1 Foreman
   4 technicians
   1 supv

7. Bidder to provide physical address of where vendor stores equipment (i.e.: Trucks, Mowers, Lawn equipment, etc.)

1351 Wyndcliff Road, Wellington Florida 33414

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

Name of Bidder: Partnership Landscaping

It is the intention of this Bid that the Bidder does not subcontract any work as detailed in the Special Conditions, Item 3.05. **However, if a Bidder must subcontract, subcontracting is ONLY permitted for the following services: Chemical Pest Control.**

Bidder to identify each subcontractor that will be performing any portion of the work, for any reason. Bidder to submit this information with their Bid response using the City form or a separate form that provides at a minimum the information detailed herein.

Name of Subcontractor: Native Pest Mgt

Address, City, State, Zip: 2731 Vista Pkwy Unit D5, WPB, FL 33411

Phone / website address: 561-581-8098/ nativepestmanagement.com

Type of work to be performed: Pest Control

Amount of work to be performed: as needed per contract

Why is a subcontractor necessary? licensed

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

_____

Name of Subcontractor: _____

Address, City, State, Zip: _____

Phone / website address: _____

Type of work to be performed: _____

_____

Amount of work to be performed: _____

Why is a subcontractor necessary? _____

_____

_____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

Partnership Landscaping does:

(Name of Business/Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jesus Lizano / Jesse Lizano

Signature of Bidder — Name Printed

6/28/2022

Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G21000125623

Fictitious Name to be Registered: PARTNERSHIP LANDSCAPING

Mailing Address of Business: 11924 FOREST HILL BLVD
STE 10A-#371
WELLINGTON, FL 33414

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 30-0992212

FILED
Sep 21, 2021
Secretary of State

Owner(s) of Fictitious Name:

ELITE LANDSCAPING SERVICES INC
11924 FOREST HILL BLVD STE 10A-#371
WELLINGTON, FL 33414
Florida Document Number: P17000048312
FEI Number: 30-0992212

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

JESUS LIZANO JR. 09/21/2021

Electronic Signature(s) Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Elite Landscaping Services Inc DBA Partnership Landscaping

2 Business name/disregarded entity name, if different from above
Partnership Landscaping

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11924 Forest Hill Blvd STE10A-#371

Requester's name and address (optional)

6 City, state, and ZIP code
Wellington, FL 33414

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 0 - 0 9 9 2 2 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Verified by pdfFiller 06/02/2022 Date ▶ 06/02/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

David Beretsky <dave@partnershiplandscaping.com>
To: Jesse Lizano <info@partnershiplandscaping.com>
Fri, Jun 3, 2022 at 7:26 AM

2022-027 Landscape Maintenance for Cemetery and Mausoleum
Part III Bid Response - Pricing Form and Rates

Bidders are directed to the Method of Award Language in the Special Conditions for requirements related to the line items/groups that are or are not required to be bid on.

Bidders prices shall reflect ALL the terms, conditions and specifications noted in this bid for all areas. With the exception of the shaded boxes, bidder must bid on all items/boxes in each of the areas to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive and thereby rejected. Bidders are encouraged to submit prices of a monetary amount of $0.00 or higher. If bidder submits a monetary amount of $0.00, such $0.00 bid price shall mean "No charge to the City". Reference of any other words for item(s) such as, but not limited to "Not Applicable", "No Bid", "N/A", "Included" SHALL NOT BE ACCEPTED and bidder's bid response will be rejected.

AREA LOCATION	Mowing	String Trimming	Edging	Blowing	Edging of Flat Ground Level Markers	Shrub Trimming	Weed Removal	Mulch Application
CEMETERY	unit price	unit price	unit price	unit price	unit price	unit price	unit price	unit price
A. SECTION A	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
B. SECTION B	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
C. SECTION C	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
D. SECTION D	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
E. SECTION E (SEE O1.)								
F. SECTION E (SEE O2.)								
G. SECTION G	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
H. SECTION H	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
I. SECTION I	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
J. SECTION J	$38.00	$0.00	$0.00	$12.00	$18.00	$48.00	$12.00	$35.00
J1. SECTION J1	$38.00	$0.00	$0.00	$12.00		$48.00	$12.00	$35.00
K. COMMON AREAS	$38.00	$0.00	$0.00	$12.00		$48.00	$12.00	$65.00
L. SUB TOTAL	$380.00	$0.00	$0.00	$120.00	$144.00	$480.00	$120.00	$380.00
M. ESTIMATED ANNUAL QTY	**52**	**52**	**52**	**52**	**52**	**12**	**52**	**2**
N. TOTAL PER TASK FOR CEMETERY (L X M)	**$19,760.00**	**$0.00**	**$0.00**	**$6,240.00**	**$7,488.00**	**$5,760.00**	**$6,240.00**	**$760.00**

MAUSOLEUM

O. MAIN COMPLEX	$15.00	$0.00	$0.00	$8.00		$60.00	$12.00	$35.00
O1. SECTION E	$30.00	$0.00	$0.00	$8.00	$18.00	$25.00	$12.00	$35.00
O2. SECTION F	$30.00	$0.00	$0.00	$8.00	$18.00	$25.00	$12.00	$35.00
P. NORTH BUILDINGS	$15.00	$0.00	$0.00	$8.00		$30.00	$12.00	$35.00
P1. TURF AREA	$20.00	$0.00	$0.00	$8.00		$20.00	$12.00	$35.00
P2. MEDIAN (Tibouchina & Ixora)	$15.00	$0.00	$0.00	$8.00		$40.00	$12.00	$35.00
P3. PODOCARPUS HEDGE	$20.00	$0.00	$0.00	$8.00		$150.00	$12.00	$75.00
P4. TWO WEEPING HIBISCUS, BED & STRIP OF GRASS	$15.00	$0.00	$0.00	$8.00		$60.00	$12.00	$35.00
Q. SUB TOTAL	$160.00	$0.00	$0.00	$64.00	$36.00	$410.00	$96.00	$320.00
R. ESTIMATED ANNUAL QTY	**52**	**52**	**52**	**52**	**52**	**12**	**52**	**2**
S. TOTAL PER TASK FOR MAUSOLEUM (Q X R)	**$8,320.00**	**$0.00**	**$0.00**	**$3,328.00**	**$1,872.00**	**$4,920.00**	**$4,992.00**	**$640.00**

GRAND TOTAL (Add all totals for ROW N and S):	**$70,320.00**

Company Name:	PARTNERSHIP LANDSCAPING	**Date:**	**7/3/2022**

Policy Number:

Date Entered: 8/2/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Parlin Insurance Agency 24520 Production Cir., Suite 4 Bonita Springs, FL 34135
CONTACT NAME:	DEEDRA@PARLININSURANCE.COM
PHONE (A/C, No, Ext):	(239)263-3141
FAX (A/C, No):	(239)263-8696
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	WESTERN WORLD INS CO C/O JIMCOR
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	RICHARD LISI SERVICES INC DBA GREENTECH PEST & FERTILIZATION 4300 S. JOG RD., UNIT 541252 LAKE WORTH, FL 33449

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR			NPP8716946	7/18/2022	7/18/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[X] LIMITS ARE AS OF						MED EXP (Any one person)	$ 5,000
	[ ] INCEPTION DATE.						PERSONAL & ADV INJURY	$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LANDSCAPE GARDENING & LAWN PESTICIDE APPLICATION

BUSINESS ADDRESS: 5760 MICHLAR DRIVE - LAKE WORTH, FL 33449

CERTIFICATE HOLDER

CITY OF BOCA RATON
201 W. PALMETTO PARK RD.
BOCA RATON, FL 33432

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DEEDRA PARLIN

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COMPLIANCE FOLLOW-UP

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
1351 WYNDCLIFF DR
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	ELITE LANDSCAPING SERVICES INC		U22.434488 - 07/25/22	$33.00	B40191186

This document is valid only when receipted by the Tax Collector's Office.

ELITE LANDSCAPING SERVICES INC
ELITE LANDSCAPING SERVICES INC
1351 WYNDCLIFF DR
WEST PALM BEACH, FL 33414

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2022149228
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

From: Annexstein, Robin
To: info@partnershiplandscaping.com
Subject: City of Boca Raton Compliance Follow-up ITB 2022-007 Landscape Maintenance for Cemetery and Mausoleum
Date: Wednesday, July 6, 2022 12:45:00 PM

Good afternoon Mr. Lizano. The bid response for 2022-007 Landscape Maintenance for Cemetery and Mausoleum is under review. The following must be addressed for the City to complete its review. Submittal is requested **by 5:00pm, July 8, 2022**. Documents can be submitted by reply email. Failure to submit the necessary documents may result in your bid response being considered nonresponsive.

1. Your response to Part II Qualification Requirement No. 2 indicated certification for Luke Lewis was attached, but I was unable to locate. Please submit copy of individual's certification.
2. Submit a copy of your business tax receipt or proof of exemption (not W-9). Although this is required prior to award, if you are able, please submit as part of this compliance follow-up.

Feel free to contact me if you need clarification. Thanks.

Regards,

Robin B. Annexstein, CPPB, MBA | **Buyer II**
City of Boca Raton, Financial Services - Purchasing Division
201 West Palmetto Park Road • Boca Raton, FL 33432
P 561-393-7880 | annexstein@myboca.us

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
August 10, 2021	**JB262149**	**July 31, 2022**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2022**

AT

5760 MICHLAR DR
LAKE WORTH, FL 33449

GREENTECH PEST & FERTILIZATION
5760 MICHLAR DR
LAKE WORTH, FL 33449

Lawn and Ornamental

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date
June 6, 2022

File No.
JF260831

Expires
June 1, 2023

THE **CERTIFIED PEST CONTROL OPERATOR** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2023**

RICHARD LISI
5760 MICHLAR DR
LAKE WORTH, FL 33449

Lawn and Ornamental

nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

August 15, 2022

Mr. Jesus Lizano, Owner
Elite Landscaping Services Inc. dba Partnership Landscaping
1351 Wyndcliff Drive
Wellington, FL 33414
Email: info@partnershiplandscaping.com

Subject: Notice of Award: 2022-007 Landscape Maintenance for Cemetery and Mausoleum

Dear Mr. Lizano:

You are hereby notified that your firm “Elite Landscaping Services Inc. dba Partnership Landscaping” has been awarded the above subject Bid. All services are to be performed in accordance with the terms and conditions as outlined in the Bid.

The initial contract period shall be for one year, effective October 1, 2022 through September 30, 2023. This contract will automatically renew for four one-year renewal periods. Automatic contract renewal shall be subject to the appropriation of funds, vendor’s satisfactory performance and determination that the contract renewal is in the best interest of the City.

In accordance with Special Condition 5.05 Method of Ordering, multiple purchase orders will be issued by the City. Purchase order(s) will be issued for each fiscal year of the Contract term. The authorized using Department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this Bid are applicable. Only awarded Bid items may be purchased on a Purchase Order and Contractor is to take all necessary steps to only provide awarded Bid items. Invoices must reference purchase order number.

In accordance with Special Condition 3.09, a post award meeting is to be coordinated through the City Project Manager within seven (7) days after receipt of notification of award.

If you should have any questions, please do not hesitate to contact me at 561-393-7880 or by email at annexstein@myboca.us.

Thank you for your interest in the City of Boca Raton and we look forward to a successful working relationship with your firm.

_____
Robin Annexstein
Buyer

c: 2022-007 Bid File
J. Shelton

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Approve the one-year extension for RFPs/Bids and/ or piggybacks for the procurement of services and/or commodities as described in the written report for October 18, 2022 - "Request for Extensions and/or Piggybacks Under $100,000."

Explanation of Request:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
The Gehring Group, Inc.	Insurance Broker Services	City of Boynton Beach RFP No. 017-1710-19/MFD Resolution No. R19-069	July 3, 2022 to July 2, 2023	Annual Estimated Expenditure $71,750
The Gehring Group, Inc.	Employee Benefits Consulting Services	City of Boynton Beach RFP No. 012-1610-18/IT Resolution No. R18-075	January 1, 2023 to December 31, 2023	Annual Estimated Expenditure $79,800
IPC Technologies, Inc.	Mitel Software and Hardware Support Services	Piggyback City of Newport News, Virginia COBB Resolution No. 21-002	October 2, 2022 - October 1, 2023	Annual Estimated Expenditure $30,000
Parkmobile, LLC	Pay for Parking	City of Boynton Beach RFP 018-2413-19/IT	November 6, 2022 - November 5, 2023	Annual Estimated Expenditure $80,690

How will this affect city programs or services?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact:
Funds have been budgeted under line items as noted on the attached report.

Alternatives: Not approve renewals and require new solicitations to be issued.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Bid Extensions and Piggy-Backs under $100,000
🗋	Attachment	Renewal Interest Letter - The Gehring Group, Inc. - Insurance Broker Services 2022-2023
🗋	Attachment	Renewal Interest Letter - The Gehring Group, Inc.- Employee Benefits Consulting 2022-2023
🗋	Attachment	Renewal Interest Letter - IPC Technologies, Inc. - 2022-2023
🗋	Attachment	Renewal Interest Letter - Parkmobile, LLC - 2022-2023

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
October 18, 2022

REQUESTING DEPARTMENT: ***Human Resources***
DEPARTMENT CONTACT: ***Julie Oldbury / Richard Ignoffo***
TERM: ***July 3, 2022 to July 2, 2023***
SOURCE FOR PURCHASE: ***City of Boynton Beach RFP 017-1710-19/MFD Insurance Broker Services***
ACCOUNT NUMBER: ***522-1710-519.49-17***
VENDOR(S): ***The Gehring Group, Inc.***
ANNUAL ESTIMATE: ***$71,750.00***

DESCRIPTION:
At the Commission meeting of August 6, 2019, City Commission approved and authorized the City Manager to sign a three (3) year Agreement with The Gehring Group, Inc of Palm Beach Gardens, FL for RFP No. 017-1710-19/MFD for Insurance Broker Services. This Agreement was for an initial term of three (3) years, July 3, 2019 to July 2, 2022 with two (2) one-year renewals with an increase of 2.5% for each renewal year. The Gehring Group has agreed to renew the Agreement for its 1st one-year term with the same terms, conditions and increase in fee of 2.5%. City staff recommends approval of renewal and fee increase. Renewal term will be July 3, 2022 to July 2, 2023.

REQUESTING DEPARTMENT: ***Human Resources***
DEPARTMENT CONTACT: ***Julie Oldbury***
TERM: ***January 1, 2023 to December 31, 2023***
SOURCE FOR PURCHASE: ***City of Boynton Beach RFP 012-1610-18/IT Employee Benefits Consulting Services***
ACCOUNT NUMBER: ***001-1610-513.49-17***
VENDOR(S): ***The Gehring Group, Inc.***
ANNUAL ESTIMATE: ***$79,800.00***

DESCRIPTION:
At the Commission meeting of June 5, 2018, City Commission approved and authorized the City Manager to sign an Agreement with The Gehring Group, Inc. of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services. This Agreement was for an initial period covering July 1, 2018 thru December 31, 2019 with four (4) additional one-year terms. The Gehring Group, Inc. has agreed to renew the Agreement for its 4th one-year term with the same terms, conditions and fee. City staff recommends approval of renewal. Renewal term will be January 1, 2023 to December 31, 2023.

REQUESTING DEPARTMENT: ***Recreation***
DEPARTMENT CONTACT: ***Kacy Young***
TERM: ***November 6, 2022 to November 5, 2023***
SOURCE FOR PURCHASE: ***City of Boynton Beach RFP 018-2413-19/IT***
ACCOUNT NUMBER: ***001-2517-545-46-91***
VENDOR(S): ***Parkmobile, LLC***
ANNUAL ESTIMATE: ***$80,690***

DESCRIPTION:
On November 5, 2019, Commission approved the award of RFP No. 018-2413-19/IT for "Pay for Parking" authorizing the City Manager to a three (3) year agreement with two (2) one-year renewals with Parkmobile, LLC for metered parking. The initial contract term was November 6, 2019 through November 5, 2022. The agreement allows two (2) one-year renewals. Renew the 1st one-year term for November 6, 2022 through November 5, 2023.

REQUESTING DEPARTMENT: ***ITS***
DEPARTMENT CONTACT: ***Charles Stevens***
TERM: ***October 2, 2022 to October 1, 2023***
SOURCE FOR PURCHASE: ***Piggy-Back off the City of Newport News, Virginia***
ACCOUNT NUMBER: ***001-1510-513-49-17***
VENDOR(S): ***IPC Technologies, Inc.***
ANNUAL ESTIMATE: ***$30,000***

DESCRIPTION:
On January 5, 2021, Commission approved the City of Boynton Beach to utilize the City of Newport News, Virginia Contract Number 19-3441-00 for the purchase of Mitel Software and Hardware support services from IPC Technologies. The initial contract term was for one (1) year commencing on October 2, 2019, with an option to renew at the City of Newport News sole discretion, four (4) additional one-year periods through October 1, 2025. Renew the one-year term for October 2, 2022 through October 1, 2023.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 8, 2022

The Gehring Group, Inc.
Attn: Cindy Thompson, V.P. of Operations
4200 Northcorp Parkway
Suite 185
Palm Beach Gardens, FL 33410

VIA EMAIL TRANSMITTAL TO: cindy.thompson@gehringgroup.com

BID.: Insurance Brokerage Services

BID No.: 017-1710-19/MFD

CURRENT BID TERM: *July 3, 2019 – July 2, 2022*

Dear Ms. Thompson:

The current bid term for "INSURANCE BROKERAGE SERVICES".

The agreement documents allow for two (2) additional one (1) year renewals with an increase of 2.5% for each renewal year. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 8, 2022

BID: INSURANCE BROKERAGE SERVICES

BID No.: 017-1710-19/MFD

Agreement between the City of Boynton Beach and **THE GEHRING GROUP, INC.**

AGREEMENT RENEWAL TERM: ***JULY 3, 2022 – JULY 2, 2023***

X Yes, I agree to renew the existing agreement under the same terms, conditions, with an increase of 2.5% in pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

THE GEHRING GROUP, INC.

NAME OF COMPANY

SIGNATURE

Kurt Gehring

NAME OF REPRESENTATIVE (please print)

President

TITLE

9/9/2022

DATE

561-626-6797

(AREA CODE) TELEPHONE NUMBER

billing@gehringgroup.com

E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 14, 2022

RFP: EMPLOYEE BENEFITS CONSULTING SERVICES

RFP No.: 012-1610-18/IT

Agreement between the City of Boynton Beach and **THE GEHRING GROUP, INC.**

AGREEMENT RENEWAL TERM: ***JANUARY 1, 2023 – DECEMBER 31, 2023***

__X__ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

THE GEHRING GROUP, INC.
NAME OF COMPANY

SIGNATURE

Kurt Gehring
NAME OF REPRESENTATIVE
(please print)

President
TITLE

9/15/2022
DATE

561-626-6797
(AREA CODE) TELEPHONE NUMBER

billing@gehringgroup.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 14, 2022

The Gehring Group, Inc.
Attn: Cindy Thompson, V.P. of Operations
4200 Northcorp Parkway
Suite 185
Palm Beach Gardens, FL 33410

VIA EMAIL TRANSMITTAL TO: cindy.thompson@gehringgroup.com

RFP.: Employee Benefits Consulting Services

RFP No.: 012-1610-18/IT

CURRENT BID TERM: *JANUARY 1, 2022 – DECEMBER 31, 2022*

Dear Ms. Thompson:

The current Agreement term for "EMPLOYEE BENEFITS CONSULTING SERVICES" expires December 31, 2022.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 4th renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

CITY OF NEWPORT NEWS, VIRGINIA
OFFICE OF PURCHASING
2400 Washington Avenue
Newport News, VA 23607
www.nnva.gov/purchasing
(757) 926-8721

CONTRACT SUMMARY / CONTRACT RENEWAL

Vendor

IPC TECHNOLOGIES, INC
SUITE 100
7200 GLEN FOREST DR
RICHMOND, VA 23226
Vendor Number 4481

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	**19-3441-00**
Department	**INFORMATION TECHNOLOGY**
Contract Officer	**Jacob T. VanDyke** **757-926-8040** **vandykejt@nnva.gov**
Start:	**10/02/2019**
Current Term End:	**10/01/2023**
Final Option End:	**10/01/2024**

CONTRACT DESCRIPTION

MITEL VOIP TELEPHONES AND INFRASTRUCTURE

CONTRACT DETAILS

SEPTEMBER 22, 2022

CONTRACT RENEWAL

THE CITY IS EXERCISING THE THIRD RENEWAL OPTION YEAR FOR THE ABOVE REFERENCED CONTRACT THROUGH OCTOBER 1, 2023. THE RENEWAL IS ISSUED UNDER THE SAME TERMS AND CONDITIONS OF THE INITIAL CONTRACT. THE REQUIRED INSURANCE COVERAGE SHALL BE MAINTAINED DURING THE ENTIRE RENEWAL TERM.

PLEASE CONTACT THE CONTRACT OFFICER NOTED ABOVE WITHIN 7 DAYS OF RECEIPT OF THIS RENEWAL DOCUMENT IF YOUR FIRM DOES NOT ACCEPT THE RENEWAL.

ALL REQUESTS FOR CONTRACT MODIFICATIONS MUST BE SUBMITTED TO THE CONTRACT OFFICER IN THE OFFICE OF PURCHASING FOR CONSIDERATION.

A BLANKET PURCHASE ORDER OR INDIVIDUAL PURCHASE ORDERS WILL BE ISSUED WHEN GOODS ARE SERVICES ARE REQUIRED BY THE CITY.

THE PRIMARY USER OF THE CONTRACT IS THE DEPARTMENT OF INFORMATION TECHNOLOGY, HOWEVER SERVICES MAY BE UTILIZED BY OTHER DEPARTMENTS WHEN APPROPRIATE.

By: _____
Gary W Sightler, Purchasing Agent

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 30, 2022

Parkmobile, LLC
Attn: Michael Iamele
1100 Spring Street, NW
Suite 200
Atlanta, GA 30309

VIA EMAIL TRANSMITTAL TO: Michael.iamele@parkmolbile.io ; David.Holler@parkmobile.io

RFP.: Pay for Parking Services

RFP No.: 018-2413-19/IT

CURRENT BID TERM: *NOVEMBER 6, 2019 – NOVEMBER 5, 2022*

Dear Mr. Iamele:

The current Agreement term for "PAY FOR PARKING SERVICES" expires November 5, 2022.

The agreement documents allow for two (2) additional one-year terms. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 30, 2022

RFP: PAY FOR PARKING SERVICES

RFP No.: 018-2413-19/IT

Agreement between the City of Boynton Beach and **PARKMOBILE, LLC.**

AGREEMENT RENEWAL TERM: ***NOVEMBER 6, 2022 – NOVEMBER 5, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

PARKMOBILE, LLC
NAME OF COMPANY

Tony Stewart
SIGNATURE

Tony Stewart
NAME OF REPRESENTATIVE
(please print)

CLO
TITLE

10/3/22
DATE

678-279-5501
(AREA CODE) TELEPHONE NUMBER

legal@parkmobile.io
E-MAIL

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Approve the purchase of Extreme Networks maintenance, and licensing from STEPcg of Covington, KY in the amount of $48,841.95, utilizing the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS. The State of Florida Alternate Contract complies with the City of Boynton Beach's competitive bid requirements.

Explanation of Request:
Contract Period: October 1, 2019 – September 30, 2024

The Extreme Networks network switches, networking appliances and networking software that the City of Boynton Beach utilizes require firmware updates and licensing to ensure that they are secure and will work with new hardware and software platforms. The Extreme Networks maintenance provides access to these firmware upgrades, advanced hardware replacement, and technical support.

How will this affect city programs or services?
The purchase of Extreme Networks maintenance, and licensing from STEPcg ensures that the City can install new firmware as it is released. In addition, the advanced hardware replacement provided by the maintenance provides either a 4-hour replacement or Next Business Day depending on the plan selected. Most City network switches are on the Next Business Day plan as the ITS Department has spares available. Critical switches are protected with the 4-hour plan. The maintenance also provides phone support to assist in troubleshooting problems that may occur.

Fiscal Impact:
Funding was approved and is available in the following accounts for fiscal year 2022/23.

Account Number	Description	Amount
001-1510-513.46-22	City General Fund	$40,787.70
401-2821-536.49-17	UtilityEnterprise Fund	$ 8,054.25

Alternatives:
Delay the purchase so the City can issue its own bid request which may not result in a lower purchase cost, and existing licenses would expire in the meantime.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:
This agenda item helps maintain a high performing organization by protecting investment in network infrastructure equipment and keeping systems up-to-date. Failure to do so would have a negative impact on the use of internal computer servers and systems, and in turn, the services provided to the community.

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Quotes	STEPcg Quote
🗋	Contract	Extreme Networks Master Agreement
🗋	Addendum	State of Florida Addendum
🗋	Attachment	Contract Costs vs. Quoted Costs
🗋	Attachment	Authorized Resellers

End User: City of Boynton Beach
100 E Ocean Ave
Boynton Beach
FL
33435
United States

Reseller: Step CG
525 W Fifth St #332
Covington
KY
41011
United States

Distributor: Scansource Inc
6 Logue Ct
Ste G
Greenville
SC
29615-5785
United States

Agreement Start Date: Tuesday, November 01, 2022
Agreement End Date: Tuesday, October 31, 2023
Agreement Details: 43220000-Naspo-19-ACS

Product	Part #	Service Product Type	Service Part #	Serial Number	Start Date	End Date	Contract Days	Quantity	Unit List Price	Extended Unit List Price	Discount %	Unit Discount Amount	Net Unit Price	Net Extended Price	Service Class
AP505i-FCC	AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	2142W-20972	08-Jun-2023	31-Oct-2023	146	1	$25.00	$10.00	25.00	$2.50	$7.50	$7.50	Hardware
AP505i-FCC	AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	2142W-20973	08-Jun-2023	31-Oct-2023	146	1	$25.00	$10.00	25.00	$2.50	$7.50	$7.50	Hardware
AP505i-FCC	AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	2142W-20979	08-Jun-2023	31-Oct-2023	146	1	$25.00	$10.00	25.00	$2.50	$7.50	$7.50	Hardware
AP505i-FCC	AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	2142W-21069	08-Jun-2023	31-Oct-2023	146	1	$25.00	$10.00	25.00	$2.50	$7.50	$7.50	Hardware
AP505i-FCC	AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	2142W-21073	08-Jun-2023	31-Oct-2023	146	1	$25.00	$10.00	25.00	$2.50	$7.50	$7.50	Hardware
NAC ENTERPRISE LICENSE FOR 1K ES	IA-ES-1K	EW SOFTWARE SUPPORT S20098	97003-S20098	0827-21I8-I8I8-H7B1-J9H7	01-Nov-2022	31-Oct-2023	365	1	$1,928.00	$1,928.00	100.00	$1,928.00	$0.00	$0.00	Software
NAC ENTERPRISE LICENSE FOR 1K ES	IA-ES-1K	EW SOFTWARE SUPPORT S20098	97003-S20098	0630-18H7-B1B1-F5F5-F5F5	01-Nov-2022	31-Oct-2023	365	1	$1,928.00	$1,928.00	100.00	$1,928.00	$0.00	$0.00	Software
NAC ENTERPRISE LICENSE FOR 1K ES	IA-ES-1K	EW SOFTWARE SUPPORT S20098	97003-S20098	1114-19F5-B1H7-I8F5-E4B0	01-Nov-2022	31-Oct-2023	365	1	$1,928.00	$1,928.00	100.00	$1,928.00	$0.00	$0.00	Software
NAC ENTERPRISE LICENSE FOR 1K ES	IA-ES-1K	EW SOFTWARE SUPPORT S20098	97003-S20098	0512-21J9-F5I8-C2J9-B1B1	01-Nov-2022	31-Oct-2023	365	1	$1,928.00	$1,928.00	100.00	$1,928.00	$0.00	$0.00	Software
LICENSE, UPGRADE NMS-ADV-5 TO NMS-ADV-10	NMS-A-10-UG	EW SOFTWARE SUPPORT S20140	97003-S20140	1114-19B0-I8C2-D3B1-B1I8	01-Nov-2022	31-Oct-2023	365	1	$962.00	$962.00	100.00	$962.00	$0.00	$0.00	Software
LICENSE UPGRADE NMS-ADV-10 TO NMS-ADV-25	NMS-A-25-UG	EW SOFTWARE SUPPORT S20142	97003-S20142	1114-19J9-B0D3-G6I8-J9J9	01-Nov-2022	31-Oct-2023	365	1	$3,157.00	$3,157.00	100.00	$3,157.00	$0.00	$0.00	Software
LICENSE UPGRADE NMS-ADV-25 TO NMS-ADV-50	NMS-A-50-UG	EW SOFTWARE SUPPORT S20144	97003-S20144	1114-19I8-E4I8-E4F5-C2D3	01-Nov-2022	31-Oct-2023	365	1	$2,891.00	$2,891.00	100.00	$2,891.00	$0.00	$0.00	Software
NMS-ADV - 5 DEVICES/50 APS	NMS-ADV-5	EW SOFTWARE SUPPORT S20153	97003-S20153	0630-18B0-D3G6-D3G6-F5F5	01-Nov-2022	31-Oct-2023	365	1	$2,038.00	$2,038.00	100.00	$2,038.00	$0.00	$0.00	Software
GUEST-IOT-MNGR ONBOARDING 1K USERS/ES	IA-GIM-1K	EW SOFTWARE SUPPORT S22173	97003-S22173	1211-19G6-F5H7-I8H7-C2J9	01-Nov-2022	31-Oct-2023	365	1	$674.00	$674.00	25.00	$168.50	$505.50	$505.50	Software
XCC VT Appliance - V5 Activation Key	XCC-ACT-V5-VT	EW SOFTWARE SUPPORT XCC-ACT-V5-VT	97003-XCC-ACT-V5-VT	1202-207H-6G9J-5F5F-0A8I	01-Nov-2022	31-Oct-2023	365	1	$432.00	$432.00	25.00	$108.00	$324.00	$324.00	Software
XCC VT Appliance - V5 Activation Key	XCC-ACT-V5-VT	EW SOFTWARE SUPPORT XCC-ACT-V5-VT	97003-XCC-ACT-V5-VT	1202-208I-6G9J-3D1B-1B6G	01-Nov-2022	31-Oct-2023	365	1	$432.00	$432.00	25.00	$108.00	$324.00	$324.00	Software
ERS4900 1025W PSU NO POWER CORD	AL1905A19-E6	ExtrWorks NBD AHR	97004	20AR42601036	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
ERS4900 1025W PSU NO POWER CORD	AL1905A19-E6	ExtrWorks NBD AHR	97004	20AR4260103T	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware

ERS4900 1025W PSU NO POWER CORD	AL1905A19-E6	ExtrWorks NBD AHR	97004	20AR42601097	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
ERS4900 1025W PSU NO POWER CORD	AL1905A19-E6	ExtrWorks NBD AHR	97004	20AR4260109J	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
ERS4900 1025W PSU NO POWER CORD	AL1905A19-E6	ExtrWorks NBD AHR	97004	20AR426010C5	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks NBD AHR	97004		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12436	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12437	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12406	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12441	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12451	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12450	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12274	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12442	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12275	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12273	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12267	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12266	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12265	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12264	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12263	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12262	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12250	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware

WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12144	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12245	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12244	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12175	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-12097	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1810Y-10657	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13122	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13091	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13095	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13093	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13083	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13074	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13087	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13084	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-13077	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12493	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12477	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12468	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3935i-FCC	31012	EW NBD AHR 31012	97004-31012	1738Y-12455	01-Nov-2022	31-Oct-2023	365	1	$68.00	$68.00	25.00	$17.00	$51.00	$51.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-11873	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-11863	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-11858	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-11369	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-10176	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3915i-FCC	31028	EW NBD AHR 31028	97004-31028	1819Y-10165	01-Nov-2022	31-Oct-2023	365	1	$44.00	$44.00	25.00	$11.00	$33.00	$33.00	Hardware
WS-AP3917e-FCC	31055	EW NBD AHR 31055	97004-31055	1749Y-10781	01-Nov-2022	31-Oct-2023	365	1	$88.00	$88.00	25.00	$22.00	$66.00	$66.00	Hardware
WS-AP3917e-FCC	31055	EW NBD AHR 31055	97004-31055	1746Y-10747	01-Nov-2022	31-Oct-2023	365	1	$88.00	$88.00	25.00	$22.00	$66.00	$66.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21251	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21263	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21276	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21298	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21305	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware

AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21314	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21317	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21326	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21329	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21345	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21377	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21386	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21392	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	2051W-21422	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21295	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1915W-20236	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20849	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21296	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20844	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20838	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20995	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20833	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20845	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20826	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20772	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20835	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20745	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20837	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20988	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21196	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1915W-20413	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21300	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20991	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20743	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20775	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21334	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20850	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware

AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20934	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20767	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20852	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20776	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20781	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20768	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20771	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20863	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20888	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20990	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20865	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20785	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20787	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20751	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20918	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20757	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20914	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20910	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20915	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20919	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20922	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20880	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20791	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20906	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20923	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20927	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20928	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20933	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20907	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20802	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20911	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20804	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware

AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20972	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20985	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20950	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20892	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20869	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20789	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20790	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21285	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21286	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20821	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20809	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20817	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20823	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20797	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20996	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20746	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20749	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20997	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21009	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20803	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20814	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20931	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20811	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20939	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20829	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20827	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20935	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20815	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20912	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20913	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20901	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1915W-20252	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware

AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20762	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21086	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20832	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20759	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21137	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20842	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1915W-20378	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20936	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20830	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20737	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-21016	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
AP505i-FCC	AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	1916W-20831	01-Nov-2022	31-Oct-2023	365	1	$84.00	$84.00	25.00	$21.00	$63.00	$63.00	Hardware
ERS 3526T PWR+ NO PC	AL3500A11-E6	EW NBD AHR H34013	97004-H34013		01-Nov-2022	30-Jun-2023	242	1	$46.00	$30.50	25.00	$7.62	$22.88	$22.88	Hardware
ERS3626GTS-PWR+ NO POWER CORD	AL3600A15-E6	EW NBD AHR H34020	97004-H34020	19TS2350E131	01-Nov-2022	31-Oct-2023	365	1	$53.00	$53.00	25.00	$13.25	$39.75	$39.75	Hardware
ERS3626GTS-PWR+ NO POWER CORD	AL3600A15-E6	EW NBD AHR H34020	97004-H34020	17OL08300168	01-Nov-2022	31-Oct-2023	365	1	$53.00	$53.00	25.00	$13.25	$39.75	$39.75	Hardware
ERS4926GTS-PWR+ NO POWER CORD	AL4900A02-E6	EW NBD AHR H34066	97004-H34066		01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	20KH3460T130	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	20KH2960T121	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	20KH2960T016	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	20KH3460T018	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	20KH3460T027	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T326	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T237	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T282	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T316	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T346	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T353	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T351	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T352	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T322	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T321	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T331	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware

ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T330	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T236	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T339	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T293	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T334	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T245	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T181	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T255	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T193	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T221	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T192	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T016	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T189	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T211	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T217	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T238	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH4960T734	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	18OL0430T292	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T280	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
ERS4950GTS-PWR+ NO POWER CORD	AL4900A04-E6	EW NBD AHR H34070	97004-H34070	19KH3860T262	01-Nov-2022	31-Oct-2023	365	1	$169.00	$169.00	25.00	$42.25	$126.75	$126.75	Hardware
7254XSQ 24 10G,4 40G PRT, NO FAN,PSU	EC720003X-E6	EW NBD AHR H35449	97004-H35449	18JP3440W332	01-Nov-2022	31-Oct-2023	365	1	$1,375.00	$1,375.00	25.00	$343.75	$1,031.25	$1,031.25	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
VSP 7200 460W AC PSU F2B (NO PC)	EC7205A1F-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 3M	AA1403019-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware

VSP 7200 460W AC PSU F2B (NO PC)	EC7205A1F-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20122	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20336	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20333	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20123	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20194	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20195	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20334	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20337	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20338	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20339	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
750W AC PSU F2B airflow	XN-ACPWR-750W-F	ExtrWorks 4hr AHR	97007	L214W3004M05P	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
750W AC PSU F2B airflow	XN-ACPWR-750W-F	ExtrWorks 4hr AHR	97007	L214W400AL05P	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20113	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SLX/VSP/X695/8520/8720 F2B Fan	XN-FAN-001-F	ExtrWorks 4hr AHR	97007	1934Q-20121	01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
VSP 7200 460W AC PSU F2B (NO PC)	EC7205A1F-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware

SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
VSP 7200 460W AC PSU F2B (NO PC)	EC7205A1F-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ SR MMF 300M	AA1403015-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 3M	AA1403019-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 3M	AA1403019-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 3M	AA1403019-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP+ DIRECT ATTACH CABLE 5M	AA1403020-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
SFP 1000BASE-T (RJ-45)	AA1419043-E6	ExtrWorks 4hr AHR	97007		01-Nov-2022	31-Oct-2023	365	1	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	Hardware
VSP 7254XSQ F2B - AC PSU NO PC	EC7200A1F-E6	EW 4HR AHR H34078	97007-H34078		01-Nov-2022	31-Oct-2023	365	1	$3,244.00	$3,244.00	25.00	$811.00	$2,433.00	$2,433.00	Hardware
VSP 7254XSQ F2B - AC PSU NO PC	EC7200A1F-E6	EW 4HR AHR H34078	97007-H34078		01-Nov-2022	31-Oct-2023	365	1	$3,244.00	$3,244.00	25.00	$811.00	$2,433.00	$2,433.00	Hardware
VSP 7254XSQ F2B - AC PSU NO PC	EC7200A1F-E6	EW 4HR AHR H34078	97007-H34078		01-Nov-2022	31-Oct-2023	365	1	$3,244.00	$3,244.00	25.00	$811.00	$2,433.00	$2,433.00	Hardware
VSP 7254XSQ F2B - AC PSU NO PC	EC7200A1F-E6	EW 4HR AHR H34078	97007-H34078		01-Nov-2022	31-Oct-2023	365	1	$3,244.00	$3,244.00	25.00	$811.00	$2,433.00	$2,433.00	Hardware
ONA 1101GT	EC1100010-E6	EW 4HR AHR H34128	97007-H34128	17OL2440G328	01-Nov-2022	31-Oct-2023	365	1	$249.00	$249.00	25.00	$62.25	$186.75	$186.75	Hardware
ONA 1101GT	EC1100010-E6	EW 4HR AHR H34128	97007-H34128	17OL2100G4E1	01-Nov-2022	31-Oct-2023	365	1	$249.00	$249.00	25.00	$62.25	$186.75	$186.75	Hardware
ONA 1101GT	EC1100010-E6	EW 4HR AHR H34128	97007-H34128	17OL2440G064	01-Nov-2022	31-Oct-2023	365	1	$249.00	$249.00	25.00	$62.25	$186.75	$186.75	Hardware

VSP4450GSX-PWR+ NO PC	EC4400A05-E6	EW 4HR AHR H34131	97007-H34131	19JP0800E53G	01-Nov-2022	31-Oct-2023	365	1	$564.00	$564.00	25.00	$141.00	$423.00	$423.00	Hardware
VSP4450GSX-PWR+ NO PC	EC4400A05-E6	EW 4HR AHR H34131	97007-H34131	19JP0800E546	01-Nov-2022	31-Oct-2023	365	1	$564.00	$564.00	25.00	$141.00	$423.00	$423.00	Hardware
VSP4450GSX-PWR+ NO PC	EC4400A05-E6	EW 4HR AHR H34131	97007-H34131	19JP4340E538	01-Nov-2022	31-Oct-2023	365	1	$564.00	$564.00	25.00	$141.00	$423.00	$423.00	Hardware
VSP 7400-48Y-8C-AC-F	VSP7400-48Y-8C-AC-F	EW 4HR AHR H35313	97007-H35313	1939B-99174	01-Nov-2022	31-Oct-2023	365	1	$3,058.00	$3,058.00	25.00	$764.50	$2,293.50	$2,293.50	Hardware
VSP 7400-48Y-8C-AC-F	VSP7400-48Y-8C-AC-F	EW 4HR AHR H35313	97007-H35313	1939B-99175	01-Nov-2022	31-Oct-2023	365	1	$3,058.00	$3,058.00	25.00	$764.50	$2,293.50	$2,293.50	Hardware
XIQ NAC SW Sub for 1K devices EW 1Y	XIQ-NAC-S-1K-EW	XIQ NAC SW Sub for 1K devices EW 1Y	XIQ-NAC-S-1K-EW	1129-21G6-I8E4-E4F5-F5B0	01-Nov-2022	31-Oct-2023	365	3	$3,500.00	$3,500.00	80.00	$2,800.00	$700.00	$2,100.00	Subscription
XIQ Navigator SaaS, EW SaaS Support	XIQ-NAV-S-C-EW	XIQ Navigator SaaS, EW SaaS Support	XIQ-NAV-S-C-EW	1129-21B0-G6B0-C2F5-B1F5	01-Nov-2022	31-Oct-2023	365	500	$50.00	$50.00	65.00	$32.50	$17.50	$8,750.00	Subscription
XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	0706-229J-7H2C-4E0A-3D5F	05-Aug-2023	31-Oct-2023	88	16	$150.00	$36.16	65.00	$23.50	$12.66	$202.56	Subscription
XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	0706-225F-3D1B-1B7H-1B7H	05-Aug-2023	31-Oct-2023	88	1	$150.00	$36.16	65.00	$23.50	$12.66	$12.66	Subscription
XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	1129-21E4-B0B0-D3J9-C2E4	01-Nov-2022	31-Oct-2023	365	100	$150.00	$150.00	65.00	$97.50	$52.50	$5,250.00	Subscription
XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	0616-22J9-B0J9-G6E4-B0F5	14-Jul-2023	31-Oct-2023	110	5	$150.00	$45.21	65.00	$29.39	$15.82	$79.10	Subscription

Total Extended List Amount:	$111,364.27
Total Discount:	$62,522.32
Total Credit Amount:	$0.00
Total Net Extended Amount:	$48,841.95

Contract #: AR3230

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Extreme Networks, Inc.
Name

6480 Via Del Oro
Street Address

San Jose	California	95119
City	*State*	*Zip*

Vendor # VC0000100495 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Michael Swierk *Phone Number:* 603-642-7856 *Email:* mswierk@extremenetworks.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Extreme Networks Product Warranty, End User License Agreement, Professional Services Terms and Conditions, Terms of Support, Extreme Networks Lease Agreement, Extreme Networks Subscription Renewal Agreement With Title, Extreme Networks Subscription Renewal Agreement without Title

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
Bob Gault
ADBDE24C04A34E6...
Contractor's signature

October 1, 2019 | 2:39:15 AM PDT
Date

CRSO
Type or Print Name and Title

DIVISION OF PURCHASING

Director, Division of Purchasing

Oct 3, 2019
Date

Internal Contract Tracking #: AR1470 Solicitation #: SK18001 Vendor #: VC0000100495

Note: sections negotiated 2, 13, 14, 16, 18, 19, 20, 23, 26, 30, 34, 36, and 39.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

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

(2) NASPO ValuePoint Master Agreement Terms & Conditions;

(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;

(4) The Solicitation; and

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

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without

manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, 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 any additional terms and conditions.

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.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as 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 State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

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

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the

Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the Supplier's branded services that are identified in, and incorporated into, this Agreement, and are supplied the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be

extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way 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 Participating 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 consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a

party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). 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.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses**,** social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and

sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State 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. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have

the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, 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.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence, so long as the Purchasing Entity provides the Master Agreement order and purchase order number(s) on its purchase order(s) to Contractor.

b. Purchasing Entities may define entity 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 Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

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

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall 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.

h. 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. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current

applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. 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 shall be shipped without charge.

b. A Purchasing Entity may request, on its purchase order, for a delivery to be made as an "Inside Delivery." Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

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

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

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

The Purchasing Entity shall have thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then the Purchasing Entity shall notify Contractor. At Contractor's option, Contractor shall: 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). After such Acceptance Period the Products shall be deemed accepted. 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, and the remedies set forth in Contractor's Product Warranty, provided herein, shall apply in such cases. 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.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount, as set forth in Contractor's service warranty terms, found in Exhibit 4. 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 reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally 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 forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent (1%) per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Product Warranty

Extreme warrants the Products solely to Purchasing Entity, as of the date of purchase by Purchasing Entity, and pursuant to the terms and conditions of the Extreme standard product warranty set forth in Exhibit 1.

19. Title of Product

, Contractor shall convey to Purchasing Entity title to the Product (but no title to any software is conveyed) free and clear of all liens, encumbrances, or other security interests. 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, subject to the terms of the Contractor's End User License Agreement which is found in Exhibit 2 to this Agreement. A subsequent transfer of certain software licenses may be subject to additional software license fees to be paid by either Purchasing Entity or Purchasing Entity's transferee, unless Contractor agrees to

waive such transfer fees.

20. End User License Agreement.

The use of Contractor-provided Software under this Agreement is subject to Contractor's End User License Agreement, found in Exhibit 2 to this Agreement. .

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. Reserved.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document

identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability 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/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business 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.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy

shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance 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 shall 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 State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. 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 shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, 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 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. This right shall 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 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.

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

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

30. Confidentiality, Non-Disclosure, and Injunctive Relief

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

b. **Non-Disclosure**. Both parties 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. Both parties shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Both parties shall use commercially reasonable efforts to assist in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State 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 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. Each party 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 the request of a party, the other party shall turn over to requesting party all documents, papers, and other matter in their possession that embody 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.

c. **Injunctive Relief**. Each party acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to the other party that is inadequately compensable in damages. Accordingly, each party 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. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other party and are reasonable in scope and content.

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

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as 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 State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. 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 State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor 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 the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, 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.

35. 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 war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(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; or

(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

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen(15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State 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 State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. In the event of a material breach by the Lead State or a Participating Entity, Contractor may terminate the Master Agreement and/or a Participating Addendum, as applicable, upon no less than thirty (30) days prior written notice, with a fifteen (15) days opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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 State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

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

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State 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 shall 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, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) 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 State.

39. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. **Indemnification – Intellectual Property**. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action, including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

(3) If an Intellectual Property Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, the Purchasing Entity agrees to permit Contractor, at its option and expense, either to: (a) procure for the Purchasing Entity to continue using the Product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Master Agreement with regard to the Product, in which case the Purchasing Entity will return the Product to Contractor and Contractor will refund to the Purchasing Entity the price originally paid by the Purchasing Entity for the Product, as depreciated or amortized by an equal annual amount over three years from date of original shipment.

(4) Notwithstanding the foregoing, Contractor has no liability for any Intellectual Property Claim arising from:

(a) a Claim that asserts damages based on the amount or duration of use, which a Purchasing Entity makes of the Product, revenue earned by the Purchasing Entity from services it provides which utilize the Product, or services offered by the Purchasing Entity to external or internal customers;

(b) Contractor's compliance with the Purchasing Entity's designs, specifications or instructions; or

(c) The Purchasing Entity's use of the Product after Contractor has informed the Purchasing Entity of modifications or changes in the Product required to avoid such an Intellectual Property Claim if the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

(5) THIS SECTION (b) STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF THE PURCHASING ENTITY, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

Limitation of Liability. Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Purchasing Entity or Participating Entity for claims arising under this Master Agreement, or otherwise shall be limited to Three Million Dollars ($3,000,000). This limitation of liability is cumulative and not per incident.

Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of Purchasing Entity data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, 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.

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 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.

41. Governing Law and Venue

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

b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. 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 State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. 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.

43. 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.

44. 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.

45. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

a. **Reserved**.

Exhibit 1- Contractor’s Warranty Terms-follow this page

Exhibit 1
Contractor Product Warranty Terms

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS AS LISTED HEREIN AND SOLD OR DISTRIBUTED TO SUCH END USER BY EXTREME NETWORKS, INC. (INCLUDING EXTREME NETWORKS IRELAND LIMITED, A WHOLLY OWNED SUBSIDIARY, COLLECTIVELY "EXTREME") OR AN AUTHORIZED EXTREME CHANNEL PARTNER.PRODUCT REGISTRATION WITHIN 30 DAYS AFTER PURCHASE IS REQUIRED TO VALIDATE PRODUCT WARRANTY TO ENSURE FULL AVAILABILITY OF SERVICES ELIGIBILITY. FAILURE TO DO SO MAY RESULT IN DELAYS IN RECEIVING WARRANTY SUPPORT.

Table 1 – Extreme Product Warranty Summary of Entitlements

Warranty	Duration of Warranty "Warranty Period"	Global Technical Assistance Center*	On-Line Support Portal	Software/Firmware Availability	Hardware Replacement[1]
1 Year Warranty	One Year	One Year	One Year	90 Days – Defective Software Media Replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
5 Year Warranty	Five Years	Five Years	Five Years	Two years for Base Operational Software[2] Updates	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty – 10 Business Day Ship	Product Lifetime[3]	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades[4] One Year for Advanced Software License Updates[4]	Advanced exchange replacement hardware is shipped within 10 business days

[1] Actual delivery times may vary depending on specific End User location.

[2] Base Operational Software as defined by Extreme below.

[3] Product Lifetime is as further defined and conditioned by Extreme below. [4]Updates and Upgrades are as further defined by Extreme below.

[4] Advanced Software License and Advanced Software License Updates are as further defined by Extreme below.

Limited Lifetime Warranty With Express Advanced Hardware Replacement[1]	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates[2]	Advanced exchange replacement hardware shipped next business day from RMA approval time
Limited Lifetime Warranty 15 Day Return To Factory Ship	Product Lifetime	Product Lifetime	Product Lifetime	One year for Base Operational Software Updates	Return and Replace – Hardware shipped within 15 business days of receipt of defective asset
Limited Lifetime Warranty With Express Advanced Hardware Replacement-2	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time
Software Warranty[3]	90 Days	90 Days	90 Days	90 Days	N/A
1 Month Warranty (WiNG)[8]	1 Month for Hardware	90 Days	1 Month	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
3 Month Warranty (WiNG)[8]	3 Months	90 Days	3 Months	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
1 Year Warranty (WiNG)8, 10	One Year	90 Days	1 Year	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset

[1] Advanced exchange replacement hardware delivered next business day from RMA approval time for A2, B2/C2, B3/C3, G3 products in North America, Western Europe and Australia only. Advance Hardware Replacement as further defined and conditioned by Extreme below.

[2] Sustaining/Maintenance update releases as defined by Extreme below.

[3] This warranty is also applicable to the WLAN and ADSP products acquired from Zebra technologies by Extreme Networks. Provisions provided under the Extreme Warranty are continuations of the Zebra warranty provisions in place at the time of the acquisition.

Limited Lifetime Warranty[8] (WiNG)	Product Lifetime	90 Days	Product Lifetime	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty with Express Advanced Hardware Replacement-B[12]	Product Lifetime	Product Lifetime[9]	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time

*8 AM to 5 PM (Monday to Friday) local End User's time.

Product (Limited) Warranty

Hardware Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants to the original purchasing End User that each unit of Extreme hardware products ("Hardware Products" or "Products") will be free from defects in material and workmanship under normal use consistent with Extreme's published written specifications for the Product at the time of shipment. Warranty Period is for the duration specified in Table 1 – Product Warranty, beginning from the date of shipment. Breach of warranty will be enforceable against Extreme only if written notice of such breach is received by Extreme within the applicable Warranty Period.

Software Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants that commencing on the Warranty Start Date and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing limited warranty, the Software is provided "AS IS".

This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's sole option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Remedies – In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period, Extreme shall, at its sole option, repair or replace the Product (which may include a workaround) or refund the fees paid for such Product following

[1] Global Technical support provided via: Telephone, Online Support Portal and email for first 12 months, (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.

[2] Product Lifetime for WLAN9100 Products is 3 years post end of sale date.

return of such Product. The foregoing sets forth Customer's sole and exclusive remedies for breach of warranty.

To ensure timely receipt of Product Warranty entitlements as described herein, end-user customer must register your Extreme products. Product registration is required within 30 days after purchase to validate product warranty. Failure to do so may result in delays in receiving warranty support. Product warranty registration is available at:

http://www.extremenetworks.com/support/productregistration

To determine the applicable warranty for a particular product please reference the Product Warranty Table in Exhibit 8.

Definitions Used in This Policy

Documentation – Extreme supplied or published thencurrent technical documentation describing the features and functions of the associated Products.

Warranty Start Date – Used in this policy is from the date of shipment of the Product from Extreme, or in the case of resale by an Extreme authorized reseller, commencing not more than 90 days after shipment by Extreme.

Warranty Duration – Product Lifetime – Except where otherwise defined, a period of time commencing on the Warranty Start Date from Extreme (see below) and ending on five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy (attached as Exhibit 3). For purposes of further clarity, end-of-sale dates are defined in the Extreme End of Life Policy. Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of sale date.

Base Operational Software – Embedded software that is required to operate an Extreme-branded network device and is offered for sale as an inclusive component of such hardware network device product as further described in Extreme's published price list applicable to such hardware product ("Covered Product").

Feature Packs and Advanced Software Licenses – Defined as software enabled pursuant to authorized use of an Extreme-issued license key that enables certain optional embedded software features in an Extreme Networks network device and is offered for sale as an optional component of such hardware network device product as further described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Advanced Software License Updates – Minor releases of Advanced Software Licenses that are optional embedded software features of Covered Products.

Application Software – Defined as software that is not required to operate a network device, such as management software or other standalone software. It is not an enhancement to the Base Operational Software and may reside on another network device.

Upgrade and Update Software / Firmware Release Schema – A.B.C.

- A = Major Release Number. Major software releases are upgrades.
- B = Minor / Sustaining Release Number. Minor / Sustaining releases are updates.
- C = Maintenance / Sustaining Release Number. Maintenance / Sustaining releases are updates.

Extreme Product Warranty Entitlements

Global Technical Assistance Center – Customer is entitled as part of this warranty to

utilize Extreme warranty support line via email, Web form or telephone available from 8 AM to 5 PM (Monday to Friday) local End User's time for basic hardware and operational software troubleshooting assistance in connection with warranty claims, including RMA's (excluding installation, configuration and general networking troubleshooting).

On-Line Support Portal – Customer shall also have access to Extreme Customer Support Website by registering the Product and/or FRU at: http://www.extremenetworks.com/support/product-registration/, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding RMAs.

Base Operational Software – Updates and Upgrades – Customer is entitled to receive any Base Operational Software or Base Operational Software upgrades/updates that Extreme may develop and generally release on Covered Products.

Base Operational Software: Updates – Customer is entitled to receive any Base Operational Software updates (i.e., sustaining and/or maintenance releases) that Extreme may develop and generally release on Covered Products.

Hardware Replacement: Advanced Exchange Next Business Day Ship – Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange Warranty RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to ship the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided for RMA's processed after the time indicated.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: Return and Replace – Extreme will make commercially reasonable efforts, at its expense, to see the shipping of a repaired or replacement FRU (feature, function

and fit compatible) within 10 or 15 business days (depending upon affected product) of receipt of the defective FRU at an Extreme facility.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Customer pays for the return freight of the product to Extreme's designated location, including any applicable taxes, duties and custom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all returns to Customer.

Advanced Hardware Replacement – Extreme provides for the advanced shipment of replacement hardware. After a request for a replacement Field Replaceable Unit (FRU) is validated for warranty entitlement by Extreme Global Technical Assistance Center (GTAC) and a Return Material Authorization (RMA) number is processed, a new field replaceable unit (FRU), Extreme will make commercially reasonable efforts, to pick, pack and ship the replacement FRU per the Hardware Replacement provisions as stated in Table 1 (Warranty Summary of Entitlements) using a commercial delivery service to customer's site.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.
Hardware Replacement: General Provisions – Extreme is not responsible for any delays related to export or customs regulations or processes, or transportation issues. Actual delivery times may vary depending on specific customer location.

Dead on Arrival (DOA) – For up to 30 days from the date of shipment of the Product from Extreme (or in the case of resale by an

Extreme authorized reseller or channel partner, commencing not more than 90 days after shipment by Extreme), Extreme will provide Advanced Hardware Replacement of affected field replaceable unit (FRU) of Hardware Products that fail to operate within 24 hours of initial installation.
For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware Products' published Documentation.

Warranty Duration: Integrated Component Coverage – For certain product families some Integrated Components, such as power supplies, fans, and cables, may have their own separate warranty duration which may be different than the product it is embedded in. For a listing, reference Table 2 – Integrated Component Coverage below.

Table 2 – Integrated Components Coverage
The following components that are integrated within a product may have separate warranty provisions:

Product Family	Fans	Power Supplies[1]
I-Series	N/A	3 Years
7100G	5 Years	5 Years

Appliance Products and Products Sold Within a Bundle – For products that are sold in a "bundled" manner noted as either a Bundle or as an Appliance in further defined in Extreme's published price list, the warranty provision provided is per each individual Product Part Number that comprises the bundle, unless otherwise noted in the price list.

Warranty Assumptions
Extreme is not responsible for any delays related to export or customs regulations or processes, in the event of force majeure, or due to transportation issues. Actual delivery times may vary depending on specific customer location.

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new or refurbished products. If a warranty claim is invalid for any reason and Extreme agrees to repair the returned Product even though it is not under warranty, Extreme reserves the right to charge for services performed and expenses incurred by Extreme in repairing, handling and shipping the returned Product. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this limited Product Warranty.

[1] External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty

As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate 30 days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

Unless required for operational reasons or as otherwise agreed between customer and Extreme in a separate writing, replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

As to any out-of-warranty Products repaired, modified or replaced by Extreme at Extreme's regular published charges, the warranty period with respect to the material and workmanship hereunder shall expire 30 days after the date of shipment of said Product to End User.

Warranty Exclusions
Limitation
The warranties set forth above shall not apply to: (i) any third party software or hardware, whether or not such third party software or hardware is or was provided by Extreme; (ii) any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing; or (iii) any Products which have not been maintained in accordance with any handling or operating instructions supplied by Extreme, or that have been subjected to any unusual or non-standard physical or electrical stress, misuse, negligence, accidents, or causes beyond Extreme's control. The warranties and corresponding entitlements set forth herein are for the benefit of and shall apply only to end user customer.

Disclaimer of Warranties
EXCEPT FOR THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH HEREIN, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS AND/OR FRU(s) PROVIDED, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATION, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL EXTREME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS), HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME TOTAL LIABILITY UNDER THIS WARRANTY TO CUSTOMER IN RELATION TO THE PRODUCT(S) AND/OR FRU(S) AND FULFILLMENT OF WARRANTY SERVICES AS DEFINED HEREIN SHALL BE LIMITED TO THE AMOUNTS PAID TO EXTREME FOR SUCH PRODUCT(S) AND/OR FRU(S).

Use of Subcontractors
Extreme reserves the right to engage third party subcontractors to perform any services defined herein on behalf of Extreme.

Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 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, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 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.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 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 keep the networks connected to the Internet.

1.3.1.1 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.

1.3.1.2 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.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 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.

1.3.1.5 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).

1.3.2 Security.

1.3.2.1 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.

1.3.2.2 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. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., 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, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 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.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

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.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 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. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 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 provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 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 differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 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.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is 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
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- 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

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 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. 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 denying 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
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network 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
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology 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

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
    i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
    ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
    iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Extreme Networks, Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW
Category 1.4 Wireless	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Extreme Maintenance Offerings are included above						
Professional Services	Implementation offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Deployment Services	Deplopyment offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Consulting Advisory Services	Consulting Advisory Services offered	$281.25 - *24 hour	$281.25 - *8	$421.88 -*24	$421.88 - *8	$421.88 -*24	$421.88 - *8
Architectural Design Services	Architectural Design Services offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Statement of Work Services	SOWs are offered under Extreme's	$281.25 - *24 hour	$281.25 - *8	$421.88 -*24	$421.88 - *8	$421.88 -*24	$421.88 - *8
Partner Services	NA						
Training Deployment Services	Technical Training - knowledge based training offered during implementation	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Education and Training	Classroom Technical Training	$68.75	N/A	$68.75	N/A	$68.75	N/A
[add any additional Value Added Services]							

Exhibit 2

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- *Capacity*. Under the terms of this license, the license granted to You by Extreme authorizes You to use the Licensed Materials up to the amount of capacity or usage as defined in the Ordering Documentation.

5. AUDIT RIGHTS. You agree that Extreme may audit Your use of the Licensed Materials for compliance with this Agreement and Your License Type at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the license granted and the terms of this Agreement, Extreme reserves the right to charge You for all reasonable expenses related to such audit in addition to any other liabilities and overages applicable as a result of such non-compliance, including but not limited to additional fees for Concurrent Users, excess capacity or usage over and above those specifically granted to You. From time to time, the Licensed Materials may upload information about the Licensed Materials and the associated usage to Extreme. This is to verify the Licensed Materials are being used in accordance with a valid license and/or entitlement. By using the Licensed Materials, you consent to the transmission of this information.

6. RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS. Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, reverse engineer, extract or otherwise derive, the source code and any other ideas, algorithms or procedures from the Licensed Materials, including without limitation the Licensed Software, or to translate the Licensed Materials into another computer language, except to the extent that Extreme is not permitted by applicable law to exclude or limit such rights. The media or software in other form embodying the Licensed Materials may be copied by You, in whole or in part, into machine-readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including without limitation the original media, in Your possession for said purposes without Extreme's prior written consent, and in no event shall You operate more copies of the Licensed Software than the specific licenses granted to You. Notwithstanding the above, you may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You agree to include any copyright, trademark, claims of confidentiality, or trade secrets, or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Materials in any form, in whole or in part, or on any modification of the Licensed Materials or any such modular work containing the Licensed Materials or any part thereof.

7. TITLE AND PROPRIETARY RIGHTS.

(a) The Licensed Materials are copyrighted works and, as between You and Extreme, are the sole and exclusive property of Extreme, its Affiliates, and/or its and their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.

(b) You further acknowledge that in the event of a breach of this Agreement, Extreme shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Extreme shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Extreme.

8. PROTECTION AND SECURITY. In the performance of this Agreement or in contemplation thereof, You and Your employees and agents may have access to private or confidential information owned or controlled by Extreme relating to the Licensed Materials supplied hereunder including, but not limited to, product specifications and schematics, and such information may contain proprietary details and disclosures. All information and data so acquired by You or Your employees or agents under this Agreement or in contemplation hereof shall be and shall remain Extreme's exclusive property, and You shall use all commercially reasonable efforts to keep, and have Your employees and agents keep, any and all such information and data confidential, and shall not copy, publish, or disclose it to others, without Extreme's prior written approval, and shall return, destroy or expunge such information and data to Extreme at its request. Nothing herein shall limit Your use or dissemination of information not actually derived from Extreme or of information which has been or subsequently is made public by Extreme, or a third party having authority to do so.

You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Extreme or its employees, except for purposes specifically related to Your use of the Licensed Materials on a single computer as expressly provided in this Agreement, without the prior written consent of Extreme. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Extreme, its Affiliates, and its and their suppliers.

9. MAINTENANCE AND UPDATES. Except as otherwise defined below, updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a separate service and/or maintenance agreement, if Extreme and You enter into such an agreement. Except as specifically set forth in such agreement, Extreme shall not be under any obligation to provide updates, modifications, or enhancements, or maintenance and support services for the Licensed Materials to You. If you have purchased Licensed Materials on a subscription basis then the applicable service terms for Your Licensed Materials are as provided in Your Ordering Documentation. Extreme will

perform the maintenance and updates in a timely and professional manner, during the term of Your subscription, using qualified and experienced personnel. You will cooperate in good faith with Extreme in the performance of the support services including, but not limited to, providing Extreme with: (a) access to the Extreme Licensed Materials (and related systems); and (b) reasonably requested assistance and information. Further information about the applicable maintenance and updates terms can be found in Extreme's Terms of Support (attached as Exhibit 4).

10. DEFAULT AND TERMINATION. In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including without limitation a failure to pay any sums due to Extreme, or in the event that you become insolvent or seek protection, voluntarily or involuntarily, under any bankruptcy law, Extreme may, in addition to any other remedies it may have under law, terminate this Agreement and any other related agreements between Extreme and You.

(a) Immediately after any termination of this Agreement, Your licensed subscription term, or if You have for any reason discontinued use of Licensed Materials, You shall return to Extreme, destroy or expunge (in Extreme's discretion) the original and any copies of the Licensed Materials and remove the Licensed Materials, including without limitation any Licensed Software, from any Network Devices, and certify in writing that through Your best efforts and to the best of Your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Extreme, destroyed or expunged.

(b) Sections 1, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive expiration or termination of this Agreement for any reason.

11. EXPORT REQUIREMENTS. You are advised that the Licensed Materials, including without limitation the Licensed Software, is of United States origin and subject to United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. You agree not to directly or indirectly export, re-export, import or transmit the Licensed Materials, including without limitation the Licensed Software to any country, end user or for any use that is prohibited by applicable United States laws or regulations (including but not limited to those countries embargoed from time to time by the United States government) or contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, reexport, import, transmission or use.

12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The Licensed Materials (i) incorporate commercial computer software and commercial computer software documentation developed exclusively at private expense, and (ii) are in all respects proprietary property belonging solely to Extreme or its suppliers. If You are acquiring the Licensed Materials on behalf of any part of the U.S. government, the following provisions apply. The object code and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the

object code or the accompanying documentation by the U.S. government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the provisions hereof. Any technical data provided that is not covered by the above provisions is deemed to be “technical data” and “commercial items” pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).

13. LIMITED WARRANTY AND LIMITATION OF LIABILITY. Extreme warrants to You that (a) the initially-shipped version of the Licensed Materials will materially conform to the Ordering Documentation; and (b) the media on which the Licensed Software is recorded will be free from material defects for a period of ninety (90) days from the date of delivery to You or such other minimum period required under applicable law. Extreme does not warrant that Your use of the Licensed Materials will be error-free or uninterrupted.

NONE OF EXTREME, ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS, MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. IN NO EVENT WILL EXTREME OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR ANY LOST PROFITS OR DATA, OR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF EXTREME OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXTREME OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT CAUSING THE CLAIM.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary based on Your applicable jurisdiction.

14. GOVERNING LAW; JURISDICTION. The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the

laws of another jurisdiction. Extreme and You hereby consent to the exclusive jurisdiction of, and venue in, the State and Federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

15. FREE AND OPEN SOURCE SOFTWARE. Portions of the Licensed Software provided to You may contain Open Source Software that is subject to a license that permits You to modify these portions and redistribute the modifications (an "Open Source License"). Your use, modification, and redistribution of the Open Source Software are governed by the terms and conditions of the applicable Open Source License. Some of the Open Source Software may be subject to: the GNU General Public License (GPL), the Lesser General Public License (LGPL), the Artistic License, the Mozilla Public License, Common Public License, the BSD License, the MIT License, the Apache License, the Creative Commons License, and/or other Open Source Licenses, copies of which are provided with the Licensed Materials or can be found on Extreme's website at https://www.extremenetworks.com/support/policies/open-source-declaration/. In accordance with the terms of GPL and LGPL, you may request a copy of the relevant source code should GPL and/or LGPL terms apply to your Licensed Software. Additional details are available upon request to Extreme. This offer is valid for up to three years from the date of original distribution of the relevant Licensed Software.

All Open Source Software is provided to You on an "AS IS" basis, and Extreme makes no representations or warranties for the use of this Open Source Software by You independent of any Extreme provided product, software, or services. Refer to the licenses and copyright notices listed in the relevant open source declaration for any specific license terms that apply to each Open Source Software component and warranty, if any, from the associated authors or licensors. Extreme specifically disclaims any warranties for defects caused by altering or modifying any Open Source Software or the products' recommended configuration. You have no warranty or indemnification claims against Extreme in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for the unmodified Extreme product as used within such product's recommended configuration.

16. GENERAL.

(a) This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, including without limitation the Licensed Materials, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

(b) This Agreement may not be changed or amended except in writing signed by both parties hereto. No purchase order shall supersede or amend any terms of this Agreement.

(c) You represent that You have full right and/or authorization to enter into this Agreement.

(d) This Agreement shall not be assignable by You without the express written consent of Extreme. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

(e) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(f) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

(g) Extreme's waiver of any right shall not constitute waiver of that right in future.

(h) Should You have any questions regarding this Agreement, You may contact Extreme at the address set forth below. Any notice or other communication to be sent to Extreme must be mailed by certified mail to the following address:

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119 United States
ATTN: Legal Department

Exhibit 3

Extreme Networks Product Support and End of Life Policy

Effective January 1, 2019

General Disclaimer. Although Extreme Networks has attempted to provide accurate information with this document, Extreme Networks assumes no responsibility for the accuracy of the information. Extreme Networks may change its release schedules, programs, product specifications, or definitions mentioned in the document at any time without notice. Any reference to non-Extreme Networks products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

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Introduction

This document provides Extreme Networks End of Life Policy for Software and Hardware products.

WARRANTY: Extreme Networks offers firmware, operating system software, and application software products, with various warranties included in the software purchase price. Please refer to specific product literature for warranty details.

SERVICES: Extreme Networks also offers various services at additional cost. Refer to the Services Solutions web page for details: http://www.extremenetworks.com/support/.

Only products which are covered by an appropriate warranty or a valid service contract are eligible for software updates or upgrades, and technical support, per the specific terms of the warranty or service contract.

Product End of Life: Overview

The Extreme Networks Product End of Life Overview is described in this document, which is intended to help customer plan and manage the End of Life process for Extreme products and assist the transition to alternative Extreme products and technology.

The End of Life policy covers the period starting at the End of Sale Notification, and includes End of Sale (EOS), End of Software Maintenance (EOSM), and End of Services Life (EOSL).

The End of Life Policy only applies to End of Sale announcements which are published on or after January 1, 2019. The Policy does not apply to product that is already subject to an End of Life and/or End of Sale announcement; for those products, the dates announced in the respective End of Sale Notifications will continue to apply.

The general policy guidelines are defined below. Note that the exact End of Life schedule for a specific product will be defined in its End of Sale Notification, which may vary from the general guidelines below.

The Support and End of Life Policy describes entitlements which are available for products which are covered by active support contracts. Customers will need to ensure that there is a current and fully paid support contract with Extreme. Please contact your Support Account Manager regarding fees payable during the end-of-life period to ensure access to entitlements described in the End of Life policy. For information regarding Extreme product warranties, please refer to Exhibit 1.

End of Sale Notification

Extreme will typically provide 6 months' notice of the affected product's End of Sale date.

This notice will be published to the Extreme Support website at https://www.extremenetworks.com/support/end-of-saleand-end-of-support-products/. Customers and Partners should check this site frequently to view any new Notifications, as well as any other information related to the End of Life process.

The End of Sale Notification will define the End of Sale date, End of Software Maintenance date, and End of Services Life date for the products specified in the Notification. The dates defined in the End of Sale Notification will supersede the general policy guidelines defined in this document.

End of Sale

The product End of Sale (EOS) date is the last date that a product is available for sale through Extreme systems, while supplies last. Product availability is not guaranteed through the End of Sale date, and products will be provided while supplies last.

End of Software Maintenance

The End of Software Maintenance (EOSM) date is the last date that Extreme will release any maintenance or patch releases for a specific major software revision. During the Software Maintenance period, Extreme reserves the right to determine which defects will be fixed. Note that a software upgrade to a later release may be necessary to correct a reported problem.

The table below defines the End of Software Maintenance period after End of Sale.

Software	**End of Software Maintenance (EOSM) (Note 1, Note 2)**
Applications	12 Months after End of Sale
WING OS	24 Months after End of Sale
Extreme Wireless OS	24 Months after End of Sale
EXOS OS	24 Months after End of Sale
BOSS/ERS OS	24 Months after End of Sale
VOSS/VSP OS	24 Months after End of Sale
SLX, NOS, NI	36 Months after End of Sale

Note 1: End of Software Maintenance policy applies to products after their EOS date
Note 2: Products with End of Sale announcements published prior to 1/1/2019 should refer to the published End of Sale Notification for EOSM and EOSL dates.

After EOSM for a period of 12 additional months Extreme may provide security/PSIRT patches for critical issues at its sole discretion.

End of Services Life

The End of Service Life (EOSL) date is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete and software and other product related information will be removed from the Extreme support website.

Access to Extreme's Global Technical Assistance Center (GTAC) will be available for a period of 5 years from the End of Sale date for hardware and embedded operating system software issues and for a period of 3 years from the End of Sale date for application software issues. Note that a software upgrade to a later release may be necessary to correct a reported problem.

Access to Software releases will be available for a period of 5 years from the End of Sale date for embedded Operating System software, and for a period of 3 years from the End of Sale date for application software. Following the EOSL date, software may be removed from the Extreme support website.

Spares or replacement parts for hardware will be available for a period of 5 years from the End of Sale date. Extreme will replace the failed unit with either a new or previously used product which is equivalent to new in performance and reliability. Extreme may replace the failed unit with a product which is, in Extreme's sole opinion, equivalent to an original product that has been discontinued or is otherwise not available.

Additional Information

Additional information, access to previously published End of Sale Notifications, and other Policy documents are available from Extreme Networks Support at https://www.extremenetworks.com/support/.

Exhibit 4

Terms of Support

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

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

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

1.1 "Authorized Resellers" means those companies (a) authorized by Extreme to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which Company has purchased the ExtremeWorks Support Program.

1.2 "Customer" or You" means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.3 "Customer Documentation" means Product documentation, Product specifications and other related materials.

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

1.5 "Data Protection Law" means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC,

as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.6 "Defect" means a failure of any Product to operate in accordance with Extreme's technical specifications as set forth in the End User Documentation.

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

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

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

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

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

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

1.13 "Services" mean the services provided by Extreme under the ExtremeWorks Support Program
(or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, or any other end user services provided

by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Specification.

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

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

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

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

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

2. Services. The scope of the Services provided to Company hereunder is based on the support plan purchased by Company for each unit of the Product purchased. Service Descriptions of the available Extreme support plans, including Extreme's obligations and End User entitlements are set forth in Exhibit 7 (together, the "Support Plans"). Certain on-site Services may not be available in some geographic regions or may require a "phase-in" period before they can be made available to Company. Extreme shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, Company must have Extreme equipment with current maintenance support entitlements. Future Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise specified by Extreme in writing. Extreme has the right to discontinue the distribution or availability of any Service at any time upon sixty (60) days' prior notice to Company by email, notification on Extreme's website, or any other method permitted under this Agreement. In accordance with the Support Plan purchased for the applicable Product, the Services may include the following:

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

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

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

4. Company Obligations.

4.1 Company Assistance. Company agrees to provide Extreme with reasonable access to the Products for which problems are reported and all back-ups and Company information services, technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and

perform local hardware diagnostics, Company shall provide modem level access for all Company sites. Company may provide passwords and/or activate the modem when needed. Company shall be responsible for any and all cables, hardware or software not provided by Extreme. Company's failure to provide such access or information may delay the Services and/or result in Extreme's inability to perform the Services; in such cases, Extreme shall not be liable for any consequences relating to or resulting from such delay or failure to perform.

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

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

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

5. Ordering and Payment Terms.

5.1 Orders.

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

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

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

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

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

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

6. Support for End of Life.

6.1 Product End of Life. In the event Extreme discontinues or otherwise ceases to make available to its customers a particular Product model number, Extreme will continue to offer Services for such Product in accordance with its then-current End of Life Policy (attached as Exhibit 3). The Services shall remain in effect with respect to other Products, if any, then covered.

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

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

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

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

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

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

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

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

DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Term and Termination.

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

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

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

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

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

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

13. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME’S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL

AMOUNT PAID BY COMPANY TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING COMPANY'S INITIAL NOTICE OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

14. Data Protection.

14.1 Subject to Section 14.2, in performing the Services, Extreme will comply with industry standard privacy requirements as may further be defined within the *Extreme Networks Privacy and Cookies Policy* attached as Exhibit 5, and incorporated herein by reference. *Extreme's Privacy and Cookies Policy* is subject to change at Extreme's discretion; however, Extreme policy changes will not result in a material reduction in the level of protection provided for Customer Personal Data provided during the term Your order.

14.2 This Section 14.2 shall apply where Extreme's processing of personal data in connection with this Agreement is subject to Data Protection Law. In the event of a conflict between Section 14.1 and Section 14.2, this Section 14.2 shall apply. You have appointed Extreme to process Personal Data on Your behalf as is necessary to provide the Services and in accordance with such other written instructions as You may issue from time to time. The parties' respective obligations for the processing and control of Customer Personal Data are set out in Annex 1 – Processing of Customer Personal Data, attached as Exhibit 6 , which is incorporated herein by reference.

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

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

15 Miscellaneous.

15.1 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department, Fax: (408) 579-3000.

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

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

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

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

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

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

15.8 Export. Company acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Company will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Company to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States government. Company acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect. Company shall indemnify and hold harmless Extreme for any violation or alleged violation by Company of such laws or regulations. Company's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

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

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

Exhibit 5
Privacy and Cookies Policy

This Privacy and Cookies Policy ("Policy") applies to the websites operated by Extreme Networks, Inc. ("we" or "us" or "our"), accessible via our global and regional websites and any mobile applications or other online and/or mobile applications or websites operated by us that are related to us (collectively, the "Website").

This Policy (together with our Terms of Sale and any other documents referred to in this Policy or those documents) sets out how we may or will use any personal information that you provide through our Website. Please read it carefully before you proceed.

By visiting our Website, and/or using the services offered on or through our Website, you acknowledge you have read and understood the terms of this Policy (as amended from time to time).

1. INFORMATION WE MAY COLLECT FROM YOU

1.1 We may collect and process the following data about you:

1.1.1 Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, signing up for our newsletter, registering for a seminar or requesting further services. Such information may include, for example, your name, home and/or business address, email address, telephone number, demographic information such as age, and/or other information that may identify you as an individual. We may also ask you for information when you enter a competition or promotion sponsored by us, sign-up for email newsletters, and when you report a problem with our Website. You can choose not to provide us with some of this information, but doing so may affect your ability to use our Website and our services.

1.1.2 If you contact us, we may keep a record of that correspondence.

1.1.3 We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

1.1.4 Subject to your expressed marketing preferences, to send you marketing information about goods and services that may be of interest to you by post, telephone, email or other means. You have the right to "opt in" and "opt out" of certain uses of your personal information for these purposes.

1.1.5 Details of your visits to our Websites and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own purposes or otherwise.

1.1.6 Information we may receive about you if you use any of the other websites we operate or the other services we provide. We work closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, and search information providers) and we will notify you when we receive information about you from them and the purposes for which we intend to use that information.

2. HOW WE USE YOUR INFORMATION

2.1 We use information provided by you and/or held about you (including your personal information) in the following ways:

2.1.1 To ensure that content from our Website is presented in the most effective manner for you and for your computer.

2.1.2 For any specific purpose for which it was provided or volunteered.

2.1.3 To perform analysis and research in relation to transactions, including analyzing our users' demographics, interests, browsing and viewing preferences.

The legal basis for these purposes will typically be that the processing is necessary for our legitimate interests, including to ensure our products and services are properly provided, to promote our products and services, and to provide you with information on our products and services.

2.1.4 To carry out our obligations arising from any contracts or transactions entered or contemplated to be entered into between you and us, or to provide you with the Website and any services requested by you.

2.1.5 To notify you about changes to our service.

The legal basis for these purposes will typically be that the processing is necessary to fulfil a contract that we have in place with you.

2.1.6 To develop, market, sell or provide products and services.

2.1.7 To send you information about our or our business partners' products or services. Sometimes, where you have shown interest in a particular product, our business partners may contact you directly.

2.1.8 To send you notices (for example, in the form of e-mails, SMS, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by us and others, that we think might interest you, where you have consented to be contacted for such purposes.

The legal basis for these purposes will typically be that we have your consent to our use of your personal information.

3. WHERE WE STORE YOUR INFORMATION

3.1 The data that we collect from you may be transferred to, stored at, or processed from a location outside the jurisdiction in which you reside. This means it may be transferred to countries that do not offer the same level of legal protection as exists in your country of residence. Whenever we transfer your information outside of your country of residence, we will take steps to ensure that adequate safeguards are in place to make sure it is treated securely and in accordance with this Policy. You may contact us for a copy of the safeguards that we have put in place.

4. SERVICE PROVIDERS

4.1 We may use third-party partners, carefully selected by us, to help operate our Website and deliver our products and services, and may share your information with our service providers and other third parties that provide products or services for or through this Website or for our business (such as website or database hosting companies, address list hosting companies, e-mail service providers, research, analytics and customer experience and survey companies, distribution companies and resellers, fulfilment companies, marketing and promotional companies, and other similar service providers that use such information on our behalf).

4.2 We may disclose statistics regarding user behavior to third parties in the form of aggregate data, such as overall patterns or demographic reports that do not describe or identify any individual user.

5. DISCLOSURE OF YOUR INFORMATION

5.1 We may disclose your personal information to any member of the Extreme Networks group, which means Extreme Networks, Inc. and our direct and indirect subsidiaries.

5.2 We may also use your personal information to maintain our internal record keeping and/or share it with our affiliates for internal marketing or other purposes.

5.3 We may disclose your personal information to third parties:

5.3.1 In the event that we sell or buy any business or assets, in which case we may disclose your personal information to the prospective seller or buyer of such business or assets.

5.3.2 If Extreme, or substantially all of our assets, are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.

5.3.3 If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Sales and other agreements; or to

protect the rights, property, or safety of Extreme, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

5.3.4 We may disclose user information to government authorities, and to other third parties, when compelled to do so by government authorities or otherwise as required or permitted by law, including but not limited to in response to court orders and subpoenas. We also may disclose user information when we have reason to believe that someone is causing injury to or interference with our rights or property, other users of our Website, or anyone else that could be harmed by such activities. Additionally, we cooperate with law enforcement inquiries and other third parties to enforce laws, intellectual property rights, and other rights.

6. RETENTION

6.1 Your personal information will be retained for as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Please contact us for further details of applicable retention periods.

6.2 We may keep an anonymized form of your personal information, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

7. IP ADDRESSES AND COOKIES

7.1 We may collect information about your computer, mobile phone, personal electronic device, and all other similar electronic or mobile devices, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not show personal details that identify you.

7.2 For the same reason, we may obtain information about your general internet usage by using a cookie file that is stored on the hard drive of your computer. Cookies are small pieces of information (e.g., cookies, web beacons, pixels, gifs tags or other similar technologies) sent by a web server to a web browser that allow the web server to recognize the web browser. This operates as a piece of data stored on your browser or device, or may identify, compile, aggregate and/or collect information through other means. They help us to improve our Website and to deliver a better and more personalized service. They enable us:

7.2.1 To estimate our audience size and usage pattern.

7.2.2 To store information about your preferences, and so allow us to customize our Website according to your individual interests.

7.2.3 To speed up your searches.

7.2.4 To recognize you when you return to our Website.

7.3 You can control how your browser handles cookies received from our Website. You can choose to refuse all cookies, or to be prompted before a cookie is saved to your hard drive, or to only accept cookies from certain selected websites that you designate. Information on deleting or controlling cookies is available at www.AboutCookies.org. By refusing to accept cookies from us, you may not be able to use some of the features and functionality available on our Website.

8. ADVERTISING AND ONLINE TRACKING

8.1 We may allow third-party companies to serve ads and collect certain information when you visit the Website. These companies may use certain information (e.g. click stream information, web browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about goods and services likely to be of interest to you. These companies typically use a cookie or third-party clear gif/web beacon to collect this information. Our systems do not recognize browser “Do Not Track” signals, but several of our service providers who utilize these cookies or web beacons on our Website enable you to opt out of targeted advertising practices. To learn more about these advertising practices or to opt out of this type of advertising, you can visit www.networkadvertising.org or www.aboutads.info/choices.

9. YOUR RIGHTS

9.1 You may have the right to request access to, and rectification or erasure of, the personal information Extreme holds about you. You may also have the right to object to or restrict certain types of processing of your personal information and can request to receive a machine-readable copy of the personal information you have provided to Extreme.

9.2 Extreme will assess any request to exercise one of these rights on a case by case basis. There may be circumstances in which we are not legally required to comply with your request because of relevant legal exemptions provided for in data protection legislation.

9.3 Please note that by continuing to use our services or the Website, and by providing any personal information to us offline or via the Website or email addresses provided on the Website, you are consenting to our use of your personal information as set out in this Privacy and Cookies Policy. Please do not provide us any personal information if you do not want that information to be used by us in this manner.

10. CHANGES TO THIS POLICY

10.1 This Policy may be amended by us at any time. Please check this page periodically to inform yourself of any changes. It was last amended in May 2018.

11. HOW TO CONTACT US

11.1 If you have any questions, need further information about our privacy practices, or would like to let us know that your details require updating, please contact us at privacyinquiries@extremenetworks.com.

11.2 You may also have the right to complain to a data protection authority if you think we have processed your personal information in a manner that is unlawful or breaches your rights. If you have such concerns, we request that you initially contact us (at the email address provided above) so that we can investigate, and hopefully resolve, your concerns.

LAST UPDATED: MAY 2018

Exhibit 6
Annex 1 – Processing of Customer Personal Data

1. You warrant that You are the data controller in respect of the Personal Data, or that You are authorized by the data controller to issue instructions to Extreme under this Agreement in respect of such data.

2. You shall comply with Your obligations under the Data Protection Law in respect of the Personal Data (including Your provision to, or making it available for collection by, Extreme), and shall ensure that Your instructions to Extreme do not result in processing in breach of the Data Protection Law. The categories of Customer Personal Data to be processed by Extreme and the processing activities to be performed under this Annex are set out in the relevant Service Specifications.

3. Subject at all times to Your obligations under the Agreement, Extreme undertakes to:

   a) only process Customer Personal Data in accordance with Your documented instructions, unless required to do otherwise by applicable law. In which event, Extreme shall inform You of the legal requirement before processing Customer Personal Data other than in accordance with Your instructions, unless that same law prohibits Extreme from doing so on important grounds of public interest;
   b) implement appropriate technical and organizational measures to protect any Customer Personal Data processed by it against unauthorized and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration;
   c) ensure those of Extreme's personnel who are involved in processing the Customer Personal Data are bound by appropriate obligations of confidentiality;
   d) inform the Customer promptly, and in any event within seven (7) days, if Extreme receives (i) a request from a data subject to have access to his/her Customer Personal Data; or (ii) a complaint or request relating to
      Your obligations under the Data Protection Law;
   e) taking into account the nature of the processing and the information available to You, provide You with reasonable assistance in ensuring compliance with Your obligations under the Data Protection Law in relation to security, data breach notification, data protection impact assessments, prior consultation, audits and inspections, where applicable from time to time;
   f) make available to You (or Your third party appointees bound by appropriate obligations of confidentiality) such records as You may reasonably require to demonstrate compliance by Extreme with Your obligations; and
   g) within fourteen (14) days following termination of the Agreement, Extreme shall, at Your direction: (i) return all Customer Personal Data to You; or (ii) destroy all such Customer Personal Data unless prohibited from doing so by any applicable law.

4. Subject to any provisions of the Agreement to the contrary, Extreme shall not appoint any third party to process the Customer Personal Data ("**Subprocessor**") other than: (a) with You prior consent; and (b) by way of a written agreement with the Subprocessor which imposes equivalent obligations in relation to the security of the processing on the Subprocessor as are imposed on Extreme under this Annex. You warrant that You generally consent to Extreme appointing a Subprocessor, provided that Extreme informs You of any intended changes concerning the addition or replacement of other Subprocessors, and gives You an opportunity to object to such changes on reasonable grounds.

5. You hereby consent to the Customer Personal Data being processed anywhere in the world throughout the duration of this Agreement, subject to Extreme's continued compliance with this Section 5. However, to the extent that any Customer Personal Data to which the Data Protection Law of the European Economic Area (EEA) applies is processed outside the EEA, the terms of the transfer shall be governed by the EU Standard Contractual Clauses for the transfer of Customer Personal Data to processors attached as the Schedule to this Agreement, which are hereby incorporated into this Agreement and which shall prevail to the extent of any conflict with this Agreement.

Schedule: Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:
……
Address:
……..……
Tel. ……..……fax ……...; e-mail:
……..
Other information needed to identify the organisation
…….
……
……
(the data **exporter**)

And

Name of the data importing organisation:
……
Address:
……
…… Tel. ……..; fax ……..; e-mail: ……

Other information needed to identify the organisation:
……
……
……
(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions
For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and
'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);
(b) 'the data exporter' means the controller who transfers the personal data;
(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration,

unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection

law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer [(2)]

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the

warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent; (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any

successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law
The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely …

Clause 10

Variation of the contract
The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing
1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ([3]). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely …
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

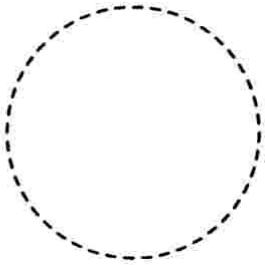
Clause 12

Obligation after the termination of personal data-processing services
1. The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal

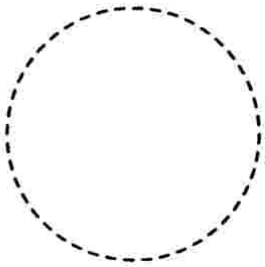
data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
Name (written out in full): …….....
Position: ……
Address: ……
Other information necessary in order for the contract to be binding (if any):

	Signature …

On behalf of the data importer:
Name (written out in full): ……..
Position: ……
Address: ……..…
Other information necessary in order for the contract to be binding (if any):

	Signature …

([1]) Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(2) Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard

national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognized sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(3) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 1
to the Standard Contractual Clauses

Data exporter
The data exporter is the end customer for whom the data importer is providing the relevant services (whether the end customer acquires the services through a partner or directly from Extreme).

Data importer
The data importer is Extreme Networks, Inc.

Data subjects
The personal data transferred concern the following categories of data subjects:

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Categories of data
The personal data transferred concern the following categories of data:

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):

N/A

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Appendix 2
to the Standard Contractual Clauses

General Controls & Governance

Extreme Networks takes a comprehensive approach to Information Security, including data protection and SDLC. The tone is set from the top with an executive sponsored InfoSec Steering Committee whose responsibilities include policy oversight, incident response review, strategy alignment, and performance management. The governing body has representation from all key business functions.

Access

All access is controlled by a centrally-integrated UAM ecosystem driven by HR. All access is based on a “least privileged” basis down to the role level within applicable applications.

Any access to a system, part of a system, or data is strictly controlled on a “needs only” basis in association with the person’s role and responsibilities within the organization. All access control principles are detailed in our Information Security Policies and guidelines. These policies cover prohibited acts, such as copying, reading and access of any data that is not directly connected to the person’s role.

All access to systems, as stated previously, is controlled per role. Shared accounts are strictly prohibited. Application logging is used as applicable.

Personnel

Extreme endeavors to ensure that only the best talent is part of the Extreme family. As part of this mandate, we take reasonable steps to ensure that no person is appointed to a position unless that person: a) Is competent and qualified to perform the specific tasks assigned to them;

b) Has been instructed in the requirements relevant to the performance of the obligations of their role, including the handling of personal data; and

c) Has signed a non-disclosure or other confidentiality agreement that applies to not just to Extreme confidential information, but also to confidential information of Extreme's customers and other third parties that we receive in confidence.

Physical Security

All media destruction is governed by Extreme's digital disposal policy. This complements the data retention policy on when and for how long data should be retained within the organization. All core systems within the enterprise are covered by back-up solutions allowing for retrieval of accidentally deleted data.

All locations are badge controlled with access only granted on a needs basis.

Incident Management

Extreme takes seriously any security incident that could impact Extreme assets, whether physical or virtual. In line with regulatory and contractual requirements, we focus in particular on data security and rapid assessment of whether any security incident could impact or has impacted confidential data, including personal data.

All InfoSec team members undergo regular training on the latest tools and technologies.

Data Protection

Extreme policy mandates that all corporate data, including that of our customers and partners, must only be stored on corporate systems that are fully backed up and protected. All network and system events are tracked and monitored as part of our centralized InfoSecOp's management program. Full logging is in place as applicable to facilitate monitoring and investigations.

The environment is protected from common threats using industry standard approaches including, but not limited to:

- Web application firewalls
- Intrusion detection and prevention systems
- Infrastructure vulnerability scanning
- Penetration testing
- Web application vulnerability scanning

Exhibit 7
Service Descriptions

ExtremeWorks® Maintenance Services

Full access to around-the-clock, direct support for any network issue that comes your way.

Your network is the backbone that supports the life of your business, and in the always-on, digitally driven business environment of today, there is no negotiating when it comes to staying connected. The network is now considered not only a required business function, but a generator of ROI. The hardware running in your network, especially within the core is critical to its functionality, and if you experience a failure, your maintenance agreement determines how quickly you'll be back up and running. Break-fix problems cannot be prevented entirely, but when they happen, they do not have to halt business operations. Your business deserves always available support to guarantee you can deliver services at the speed of business around-the-clock.

ExtremeWorks Maintenance Services is a comprehensive break-fix organization that provides full access to support no matter the problem you are experiencing with the hardware you are running; from configuration assistance to failure. If you find that a product you are working with is faulty, your maintenance agreement entitles you to next-business day delivery of your replacement part. ExtremeWorks also ensures that you are able to download and install the latest, most advanced software for your network devices until the end of service life. At Extreme Networks, there are no boundaries for solving customer problems. In the event of the unexpected, we work together effectively with all departments to minimize disruption and maximize productivity.

ExtremeWorks Maintenance Services ensures that your business has full access to network support around-the-clock, no matter what issues arise. Here's what you can expect:

- Award-winning technical assistance available nonstop
- Software updates and upgrades
- Multiple time-based hardware replacement options
- Web support
- Complete ExtremeWorks knowledge base
- Next Business Day (NBD) delivery for faulty product replacement

Why You Need ExtremeWorks Maintenance Services

First Person Resolution

With Extreme Networks, opening up a case won’t send you on a multi-tiered hunt for technical answers, and you should never have to repeat the problem you are experiencing. ExtremeWorks provides constant forward movement on network issues. Better than 90% of cases are resolved with the first technical specialist who answers your call, eliminating the frustration of being transferred from representative to representative.

Support Centers Are Close to the Builders of the Products

Most Extreme Networks support centers sit beside the original builders of our products. In many cases, the builders and inventors of Extreme features and functions are within close proximity of the support organization, making it easy to gain an in-depth view of a potential issue with faster resolution.

Proven Method for Skills-based Routing

Extreme customer satisfaction is consistently measured between 92-95% globally, largely due to our proven method for skills-based routing. When you call support, we are going to connect you with an engineer who has expertise with the technology you are experiencing an issue in and can solve your problem fast.

Full Visibility into Cases, Constant Contact with Key Stakeholders

When it comes to support, we believe in total transparency. When you open a case, support receives that case in their queue as does your account representative. All key stakeholders you are in contact with are aware of your obstacles, keeping open communication across teams. Further, the minute you’re connected with a support specialist, at their fingertips, they have the ability to review all of your open cases, giving them a holistic perspective of issues you may be experiencing.

Choose ExtremeWorks Maintenance Services to stay on top of your network and ensure problem resolution is achieved as quickly as possible. When you choose Extreme, you choose partnership, built on 100% in-sourced support engineering expertise to solve your most pressing networking challenges. If the unexpected strikes, a cross-functional Extreme Networks team will be there. Protect the core of your network with ExtremeWorks Maintenance Services.

ExtremeWorks® AHR Service

1.0 Service Overview

Extreme Networks Advanced Hardware Replacement Services offerings provide technical support, update and/ or upgrade support, and advanced parts replacement for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, service offerings cover the replacement part arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Advanced Hardware Replacement Services are available with the following response times depending upon the offering purchased

Service Order Code	Service Levels	FRU Response Time*
97004	ExtremeWorks NBD Advanced Hardware Replacement	Next Business Day
97007	ExtremeWorks 4 Hour Advanced Hardware Replacement	24x7 - 4 Hours

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assigns an RMA number.

3.0 Availability

ExtremeWorks Advanced Hardware Replacement Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

Each ExtremeWorks Advanced Hardware Replacement Service offer includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Advanced Shipment – Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.
- Operational Software Updates and Upgrades –

Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product"). Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/ maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Advanced Hardware Replacement Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Website – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Shipping an replacement FRU on an advance exchange basis to the customer's location per the applicable availability and restrictions in Appendix A.

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Advance Hardware Replacement Service:

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks

Services Partner to learn whether your location is included.

- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product
- End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Advance Hardware Replacement Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.

Extreme Networks shall only be obligated to support the then-current revision of the Products and the

immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.

- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.

- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a request from the customer.

- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.

- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.

- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.

- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.

- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise outof-scope as defined herein.

- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A ExtremeWorks Advance Hardware

Replacement Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, is defined below.

Next Business Day

Where Next Business Day Advanced Hardware Replacement Services is available, Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to deliver the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day delivery will be provided for RMA's approved after the time indicated. Next Business Day delivery is generally available in these geographical locations:

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

NOTE: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

Where Next Business Day delivery of the part is not available, Advanced Hardware Replacement will ship on the same business day provided Extreme Networks processed the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday

through Friday in order to ship the replacement product to your site, otherwise Next Business Day shipment will be provided for RMA's processed after the time indicated. Estimated delivery times to country are available via the Extreme Networks Service Availability Matrix.

4 Hour

4 Hour Advanced Hardware Replacement Service is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks parts depot. All 4 Hour support contracts require customer site location pre approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable 4 Hour support plan.

Email 4houravailability@extremenetworks.com for confirmation of service delivery availability.

Extreme Networks provides parts at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Advanced Hardware Replacement response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

Appendix B Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency

C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 – Critical	C2 – High Priority	C3 – Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks® Return and Replace Service

1.0 Service Overview

Extreme Networks Return and Replace Service offering provides technical support, update and/or upgrade support, and return-to- factory parts replacement for Covered Products (as defined herein). Upon diagnosis of a reported failure, the service offering covers the replacement part within the response time specified, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Return and Replace Service is available with the following response times:

Service Order Code	Service Levels	Response Time*
97001	ExtremeWorks Parts Return and Replace	10 business day from receipt

* Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after receipt of defective unit by Extreme Networks.

3.0 Availability

ExtremeWorks Return and Replace Service, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

ExtremeWorks Return and Replace Service offering includes the following:

- GTAC Technical Support –24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Return and Replace Service – provides customers the opportunity to return their defective part to Extreme Networks. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Within ten (10) business days of receipt of such defective product, Extreme Networks will ship a like or equivalent part back to the customer.

- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

  Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

  NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Return and Replace Service. Subscription and support for Application ExtremeWorks Return and Replace Service - SDD 2 Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 business days of receipt of the defective FRU at an Extreme Networks facility if the purchased service is Return and Replace. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Requesting technical assistance from Extreme Networks in diagnosing a fault prior to requesting parts replacement.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Return and Replace service:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

- Parts Repair and FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are in included as Exhibit 4as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Return and Replace Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases

this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a defective product from the customer.

- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity. This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policies.

  New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.

- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A Return and Replace Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available on Extreme Networks website.

For Products covered with Return and Replace level of service, the customer pays for the return freight of the product to Extreme Networks, including any applicable taxes, duties and custom fees. Extreme Networks pays the freight of the unit shipped to the customer, excluding any applicable taxes, duties and custom fees.

Appendix B Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 Hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None

ExtremeWorks OnSite Service

1.0 Service Overview

Extreme Networks On-site Services offerings provide technical support, update and/or upgrade support, and advanced parts replacement with on-site labor for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, services offerings cover the replacement part and an on-site field technician arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks On-site Services are available with the following response times depending upon offering purchased:*

Service Order Code	Service Levels	Response Time
97011	ExtremeWorks Onsite Next Business Day	Next Business Day
97008	ExtremeWorks Onsite – 24x7 – 4 Hours	24x7 - 4 Hours

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assign an RMA number.

3.0 Availability

ExtremeWorks On-site Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

Each ExtremeWorks On-site Services offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Advanced Shipment – Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject

to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.

- On-Site FRU Replacement – After a request for a replacement FRU is validated by GTAC, Extreme Networks assigns a field technician, who will be scheduled for arrival within the contracted response time, depending on the distance to the customer's site (see Appendix A) for details on Covered Products. The Extreme Networks field technician will replace the defective FRU and install the replacement FRU. See Appendix for response times and diagnostic requirements.
- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product"). Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

Note: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks On-site Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Web site —which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Dispatching a field technician and an equivalent FRU(feature, function and fit compatible) to arrive at the customer's site, subject to conditions outlined in Appendix A, following assignment of the RMA numbers.
- Coordinating the arrival of the Extreme Networks field technician and the FRU at the customer's site.
- Extreme Networks will measure and categorize the case priority level of Operational Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.

- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that access (point of entry, security access) is arranged to both the site and equipment for receiving the replacement FRU and to enable the field technician to carry out the hardware replacement, and if necessary making personnel available to accompany the field technician on site. (For locations requiring special access, such as government facilities or financial institutions, the customer needs to provide written documentation needed to obtain access.) On completion of FRU replacement, the field technician will leave the site except as otherwise approved by Extreme Networks.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks On-site Services:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- On-Site and FRU delivery are subject to the hours of coverage and response times as identified in the Appendix.

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- Extreme Networks will use commercially reasonable efforts to dispatch a field technician to arrive at the customer's designated location to perform the on-site replacement.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all non-conformance of the Operational Software can be corrected.
- On-site replacement means the replacement of an identified Extreme Networks-supplied defective FRU by a field technician using a like-for-like equivalent FRU (feature, fit, and function compatible) at the designated customer site within the response time set out in the Appendix. The failed FRU becomes the property of Extreme Networks on an exchange basis.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are included in Exhibit 4. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks On-site Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to provide services as soon as practical after receipt of a request from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end-user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A:

ExtremeWorks Onsite Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU and field technician arrive at the customer's designated location within the specified time period based upon the system's Onsite Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected onsite response, defined herein is available here.

All Onsite Service offerings require customer site location pre-approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable Onsite, support plan.
Email: 4houravailability@extremenetworks.com for confirmation of service delivery availability.

Next Business Day Onsite

Where Next Business Day Onsite Services are available, Extreme Networks must approve the RMA relating to the defective product by 2 p.m. in the time zone where your nearest Extreme Networks GTAC is located Monday through Friday in order to send a field engineer and the replacement product to your site, by the end of day, the Next Business Day, otherwise Second Business Day service will be provided for RMA's approved after 2p.m.

Next Business Day Onsite is generally available in these geographical locations:

Note: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

4 Hour Onsite

4 Hour Onsite is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks service parts depot.

Extreme Networks provides parts and a field technician at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Onsite response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

Appendix B Case Severity and

Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Level	# APs	Model Numbers	Model Number
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks Software Subscription

1.0 Service Overview

Extreme Networks Software Subscription Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks Application Software.

2.0 Service Levels

ExtremeWorks Software Subscription support has the following Services Order Code:

# Managed Devices	Service Levels
97003	Software Subscripti

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU.

3.0 Availability

ExtremeWorks Software Subscription Service, contracted for a defined period, is available globally, subject to the conditions herein.

4.0 Deliverables

ExtremeWorks Software Subscription service offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks Application Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix A for additional detail.
- Application Software Updates and Software Upgrades – Customer is entitled to receive any Application Software or software upgrades that Extreme Networks may develop and generally release on Covered Products.

Application Software is defined as software that is not required to operate a network device, such as management software. It is not an enhancement to the Operational Software and may reside on another network device.

Application Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Application Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Operational Software products, including subscription to include entitlement to

major and minor releases of the Operational Software products, if available, are not included with the ExtremeWorks Software Subscription services. Subscription and support for Operational Software must be ordered separately via ExtremeWorks services offerings as further published for availability in accordance with Extreme Networks' then-current Price List. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device.

- Access to Extreme Networks' Customer Support Website – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of Application Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Application Software version, then Extreme Networks will provide any Application Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Application Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered Application Software is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that software from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Application Software products major releases installed at sites at the most current release level.
- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Operational Software must be purchased separately as defined in Extreme's then-current Price List, if available.

- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Software Subscription:

- Acknowledging that the customer's right to use the Application Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Application Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Application Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.

If the customer's software is a version that is not currently supported, and the non- conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Application Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all non-conformance of the Application Software can be corrected.

- Application Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Application Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Application Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the covered product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit

packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software Subscription Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Labor charges for reinstalling the customer's system software (operational or application) or end-user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.

  New releases and upgrades for Operational Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.

- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use a Application Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then published per-incident rates, and subsequently Extreme Networks will recommend an appropriate

annual hardware contract to the customer for consideration.

- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives – Matrix

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 – Critical	C2 – High Priority	C3 – Medium Priority

Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks Software and Global Technical Assistance Center (GTAC) Service

1.0 Service Overview

Extreme Networks Software and GTAC Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Software and GTAC Support has the following Services Order Code:

Service Order Code	Service Levels
97000	Software and GTAC

3.0 Availability

ExtremeWorks Software and GTAC Service, contracted for a defined period, is available globally, subject to the conditions herein.

4.0 Deliverables

ExtremeWorks Software and GTAC service offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. See Appendix A for additional detail.
- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that

Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Software and GTAC Service. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme

Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Website - which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.
-

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks

Software and GTAC Support:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software,

remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.

- If there is no available Operational Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Operational Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are included in Exhibit 4. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software and GTAC Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered

under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.

- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use an Operational Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer for consideration.
- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

Support Level Objectives Matrix

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures exhcan be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None

Exhibit 8

Product Warranty Table

Part Number	Class	Model	Product Description	Warranty	End-of-Support
10033	Summit	Pwr Cord10ACEE 7/7C13	Pwr Cord10ACEE 7/7IEC320C13	No Warranty	
10034	Summit	Pwr Cord10ABS1363C13	Pwr Cord10ABS1363IEC320C13	No Warranty	
10035	Summit	Pwr Cord10ABS546C13	Pwr Cord10ABS546IEC320C13	No Warranty	
10036	Summit	Pwr Cord10AAS3112C13	Pwr Cord10AAS3112IEC320C13	No Warranty	
10037	Summit	Pwr Cord10ASEC1011C13	Pwr Cord10ASEC1011IEC320C13	No Warranty	
10038	Summit	Pwr Cord10ACEI 2316/VIIC13	Pwr Cord10ACEI 2316/VIIIEC320C13	No Warranty	
10039	Summit	Pwr Cord10AGB1002 YP03C13	Pwr Cord10AGB1002 YP03IEC320C13	1 Year Warranty	
10041	BD 8K	Pwr Cord10ANEMA 515PC13RA	Pwr Cord10ANEMA 515PIEC320C13Right Angle	1 Year Warranty	
10042	BD 8K	Pwr Cord12AJISC8303C13RA	Pwr Cord12AJISC8303IEC320C13RA	1 Year Warranty	
10043	BD 8K	Pwr Cord10ACEE 7/7C13RA	Pwr Cord10ACEE 7/7IEC320C13Right Angle	No Warranty	
10044	BD 8K	Pwr Cord10ABS1363C13RA	Pwr Cord10ABS1363IEC320C13Right Angle	No Warranty	
10045	BD 8K	Pwr Cord10ABS546C13RA	Pwr Cord10ABS546IEC320C13Right Angle	No Warranty	
10046	BD 8K	Pwr Cord10AAS3112C13RA	Pwr Cord10AAS3112IEC320C13Right Angle	No Warranty	

10047	BD 8K	Pwr Cord10ASEC1011C13RA	Pwr Cord10ASEC1011IEC320 C13Right Angle	No Warranty	
10048	BD 8K	Pwr Cord10ACEI 2316/VIIRA	Pwr Cord10ACEI 2316/VIIIEC320C13Right Angle	No Warranty	
10049	BD 8K	Pwr Cord10AGB1002 YP03C13RA	Pwr Cord10AGB1002 YP03IEC320C13RA	1 Year Warranty	
10058	Optics	100BASEBXD BiDi SFP	100BASEBXD Bidirecttion Downstream SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port	1 Year Warranty	
10059	Optics	100BASEBXU BiDi SFP	100BASEBXU Bidirecttion Downstream SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port	1 Year Warranty	
10060	Optics	100FX/1000LX miniGBIC	MiniGBIC SFP dualspeed 100 LX / 1000 LX LC connector	1 Year Warranty	
10061	Summit	Pwr Cord10ANEMA 515PC13	Pwr Cord10ANEMA 515PIEC320C13	1 Year Warranty	
10062	Summit	Pwr Cord12AJISC8303C13	Pwr Cord12AJISC8303IEC32 0C13	1 Year Warranty	
10063	Optics	100FX miniGBIC Module	MiniGBIC SFP 100FX MMF LC connector	1 Year Warranty	
10065	Optics	10/100/1000BASET SFP	10/100/1000BASET SFP module CAT5 cable 100m link RJ45connector for Giga Bit Ethernet SFP Port.	1 Year Warranty	
10066	Optics	100BASELX10 SFP	100BASELX10 SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port.	1 Year Warranty	
10067	Optics	100BASEFX SFP	100BASEFX SFP module MMF 2km link LCconnector for Fast Ethernet SFP Port. Itemp	1 Year Warranty	
10088	BD 8K	Pwr Cord10ANEMA L615PC13RA	Power Cord10ANEMA L615PIEC320C13Right Angle	1 Year Warranty	

10089	Summit	PWR CORD10AAUSAS3112C15	Power Cord 10A AUSTRALIA AS3112 IEC320C15	No Warranty	
10090	Summit	PWR CORD10ACHINA GB1002	Power Cord 10A CHINA GB1002	No Warranty	
10092	Summit	PWR CORD10ASASABS164/1C15	Power Cord 10A SOUTH AFRICA SABS 164/1 IEC320C15	No Warranty	
10093	Summit	PWR CORD10ADENMARKSRAFC15	Power Cord 10A DENMARKSRAF IEC320C15	No Warranty	
10094	Summit	PWR CORD10AEUROPECEE7C15	Power Cord 10A EUROPE CEE7 IEC320C15	No Warranty	
10095	Summit	PWR CORD12ABRNBR14136C15	Power Cord 12A BRAZIL NBR14136 IEC320C15	No Warranty	
10096	Summit	PWR CORD10AUKBS1363C15	Power Cord 10A UK BS 1363 IEC320C15	No Warranty	
10097	Summit	PWR CORD10ASWISSSEV1011C15	Power Cord 10A SWISS SEV1011 IEC320C15	No Warranty	
10098	Summit	PWR CORD12AJAPANJIS8303C15	Power Cord 12A JAPAN JIS 8303 IEC320C15	No Warranty	
10099	Summit	PWR CORD15AUSANEMA515C15	Power Cord 15A USA NEMA 515 IEC320C15	No Warranty	
10100	Summit	PWR CORD15A ROW/USA C14C15	Power Cord 15A ROW/USA Jumper IEC320C14 IEC320C15	No Warranty	
10121	Optics	SR XFP Module	10GBASESR XFP LC Connector	1 Year Warranty	
10122	Optics	LR XFP Module	10GBASELR XFP LC Connector	1 Year Warranty	
10124	Optics	ER XFP Module	10GBaseER XFP 40km reach LC connector	1 Year Warranty	
10125	Optics	ZR XFP module	10 Gigabit Ethernet XFP module 1550nm SMF 80km LC connector	1 Year Warranty	
10200	Optics	Tunable DWDM XFP	10 Gigabit Ethernet XFP Tunable DWDM module Cband SMF 80km LC connector	1 Year Warranty	

10202	Optics	1m QSFP+ to 4xSFP+ fanout26 AWG	QSFP+ to 4 x SFP+ fanout copper cable 26 AWG 1m length.	1 Year Warranty	
10203	Optics	2m QSFP+ to 4xSFP+ fanout26 AWG	QSFP+ to 4 x SFP+ fanout copper cable 26 AWG 2m length.	1 Year Warranty	
10301	Optics	SR SFP+ module	10 Gigabit Ethernet SFP+ module 850nm MMF 26300m link LC connector	1 Year Warranty	
10302	Optics	LR SFP+ module	10 Gigabit Ethernet SFP+ module 1310nm SMF 10km link LC connector	1 Year Warranty	
10303	Optics	LRM SFP+ module	LRM SFP+ Module0 Gigabit Ethernet SFP+ module 1310nm MMF 220m link LC connector	1 Year Warranty	
10304	Optics	1m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 1m length.	1 Year Warranty	
10305	Optics	3m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 3m length.	1 Year Warranty	
10306	Optics	5m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 5m length.	1 Year Warranty	
10307	Optics	10m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 10m length.	1 Year Warranty	
10309	Optics	ER SFP+ module	10 Gigabit Ethernet SFP+ module 1550nm SMF 40km link LC connector	1 Year Warranty	
10310	Optics	ZR SFP+ module	10 Gigabit Ethernet SFP+ module 1550nm SMF 80km LC connector	1 Year Warranty	
10311	Summit	0.5m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 0.5m length.	1 Year Warranty	
10312	Summit	1m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 1m length.	1 Year Warranty	
10313	Summit	3m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 3m length.	1 Year Warranty	

10315	Summit	10m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 10m length.	1 Year Warranty	
10316	Summit	20m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 20m length.	1 Year Warranty	
10318	Summit	100m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 100m length.	1 Year Warranty	
10319	Optics	QSFP+ SR4 Module	40 Gigabit Ethernet QSFP+ SR4 optical module MPO connector 100m link length.	1 Year Warranty	
10320	Optics	QSFP+ 40GBASELR4	40 Gigabit Ethernet QSFP+ LR4 optical module LC connectors 10km SMF link length	1 Year Warranty	
10321	Summit	QSFP+ 4xSFP+ fanout cbl 3m	QSFP+ to 4 x SFP+ fanout copper cable 3m	1 Year Warranty	
10322	Summit	QSFP+ 4xSFP+ fanout cbl 5m	QSFP+ to 4 x SFP+ fanout copper cable 5m	1 Year Warranty	
10323	Summit	5m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 5m length.	1 Year Warranty	
10325	Optics	Tunable DWDM SFP+	10 Gigabit Ethernet SFP+ Tunable DWDM module SMF 80km LC connector	1 Year Warranty	
10326	Optics	QSFP+ PSM Optical Module	QSFP+ (4X10GBASE) breakout optical module MPO connector 10km SMF link length	1 Year Warranty	
10327	Optics	MPO to 4xLC breakout patch cable SM 10m	MPO to 4 x LC breakout patch cable SingleMode 10m	1 Year Warranty	
10328	Summit	3rd Party Optics Lic X480/X460	ExtremeXOS 3rd Party Optics (40ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for X460G2 X480	No Warranty	
10329	Optics	40Gb BiDi MMF QSFP+	40Gb Bidirectional MMF 100m OM3 QSFP+ LC	1 Year Warranty	
10330	Optics	CFP2 100GBASELR4 module	100 Gigabit EthernetLR4 CPF2 optical module LC	1 Year Warranty	

			connector 10km SMF link length		
10331	Optics	CFP2 100GBASESR10 module	100 Gigabit EthernetSR10 CPF2 optical module MPO connector 100m link length	1 Year Warranty	
10332	Optics	MPO4xLC patch cable OM4 5m	MPO to 4xLC breakout patch cable OM4 MMF 5m	1 Year Warranty	
10334	Optics	40Gb LM4 QSFP+	40Gb LM4 140m OM3 MMF 1Km SMF QSFP+ LC	1 Year Warranty	
10335	Optics	40Gb ER4 QSFP+	40Gb ER4 40Km SMF QSFP+ LC	1 Year Warranty	
10336	Optics	3m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 3m length	1 Year Warranty	
10337	Optics	5m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 5m length	1 Year Warranty	
10338	Optics	10Gb SFP+ 10GBASET	10Gb SFP+ 10GBASET RJ45 30m with Cat6a	1 Year Warranty	
10345	Optics	MPO patch cable OM3 3m	MPO to MPO Patch cable 12 fiber pinless MPO/MTP connectors OM3 MMF Type B 3m	1 Year Warranty	
10346	Optics	MPO patch cable OM3 100m	MPO to MPO Patch cable 12 fiber pinless MPO/MTP connectors OM3 MMF Type B 100m	1 Year Warranty	
10401	Optics	100Gb QSFP28 SR4 MMF	100Gb 100GBASESR4 70m OM3 / 100m OM4 MMF QSFP28 MPO	1 Year Warranty	
10403	Optics	100Gb QSFP28 LR4 10km	100Gb 100GBASELR4 10km SMF QSFP28 LC	1 Year Warranty	
10404	Optics	100Gb QSFP28 CWDM4	100Gb CWDM4 2km SMF QSFP28 LC	1 Year Warranty	
10405	Optics	100Gb QSFP28 PSM4	100Gb PSM4 2km SMF QSFP28 MPO	1 Year Warranty	
10406	Optics	100Gb SWDM4 MMF	100Gb QSFP28 SWDM4 75m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10410	Optics	100Gb DAC QSFP28QSFP28 0.5m	100Gb QSFP28QSFP28 Direct attach passive copper cable 0.5m	1 Year Warranty	

10411	Optics	100Gb DAC QSFP28QSFP28 1m	100Gb QSFP28QSFP28 Direct attach passive copper cable 1m	1 Year Warranty	
10413	Optics	100Gb DAC QSFP28QSFP28 3m	100Gb QSFP28QSFP28 Direct attach passive copper cable 3m	1 Year Warranty	
10414	Optics	100Gb DAC QSFP28QSFP28 5m	100Gb QSFP28QSFP28 Direct attach passive copper cable 5m	1 Year Warranty	
10421	Optics	100Gb DAC QSFP284xSFP28 1m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 1m	1 Year Warranty	
10423	Optics	100Gb DAC QSFP284xSFP28 3m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 3m	1 Year Warranty	
10424	Optics	100Gb DAC QSFP284xSFP28 5m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 5m	1 Year Warranty	
10426	Optics	100Gb DAC QSFP282xQSFP28 1m	100Gb QSFP282 x QSFP28 (2x50Gb) Direct attach passive copper breakout 1m	1 Year Warranty	
10428	Optics	100Gb DAC QSFP282xQSFP28 3m	100Gb QSFP282 x QSFP28 (2x50Gb) Direct attach passive copper breakout 3m	1 Year Warranty	
10434	Optics	100Gb AOC QSFP28 5m	100Gb QSFP28QSFP28 Active optical cable 5m	1 Year Warranty	
10435	Optics	100Gb AOC QSFP28 7m	100Gb QSFP28QSFP28 Active optical cable 7m	1 Year Warranty	
10436	Optics	100Gb AOC QSFP28 10m	100Gb QSFP28QSFP28 Active optical cable 10m	1 Year Warranty	
10437	Optics	100Gb AOC QSFP28 20m	100Gb QSFP28QSFP28 Active optical cable 20m	1 Year Warranty	
10441	Optics	100Gb AOC QSFP28 x 4 SFP28 5m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 5m	1 Year Warranty	
10442	Optics	100Gb AOC QSFP28 x 4 SFP28 7m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 7m	1 Year Warranty	
10443	Optics	100Gb AOC QSFP28 x 4 SFP28 10m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 10m	1 Year Warranty	

10444	Optics	100Gb AOC QSFP28 x 4 SFP28 20m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 20m	1 Year Warranty	
10446	Optics	100Gb AOC QSFP282xQSFP28 5m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 5m	1 Year Warranty	
10447	Optics	100Gb AOC QSFP282xQSFP28 7m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 7m	1 Year Warranty	
10448	Optics	100Gb AOC QSFP282xQSFP28 10m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 10m	1 Year Warranty	
10449	Optics	100Gb AOC QSFP282xQSFP28 20m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 20m	1 Year Warranty	
10501	Optics	25Gb SFP28 SR MMF	25Gb SFP28 25GBASESR 70m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10502	Optics	25Gb SFP28 SR LiteFEC MMF	25Gb SR LiteFEC 50m OM3 / 70m OM4 RSFEC 70m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10503	Optics	25Gb SFP28 ESR MMF	25Gb SFP28 ESR extended range 300m OM3 / 400m OM4 MMF LC	1 Year Warranty	
10504	Optics	25Gb SFP28 LR 10km SMF	25Gb SFP28 LR 10km SMF LC	1 Year Warranty	
10506	Optics	QSFP28 SFP28 Adapter	QSFP28 SFP28 Slot Adapter	1 Year Warranty	
10520	Optics	25Gb DAC SFP28SFP28 1m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 1m	1 Year Warranty	
10521	Optics	25Gb DAC SFP28SFP28 3m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 3m	1 Year Warranty	
10522	Optics	25Gb DAC SFP28SFP28 5m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 5m	1 Year Warranty	
10530	Optics	25Gb AOC SFP28SFP28 10m	25Gb SFP28SFP28 Active Optical Cable 10m	1 Year Warranty	

10531	Optics	25Gb AOC SFP28SFP28 20m	25Gb SFP28SFP28 Active Optical Cable 20m	1 Year Warranty	
10911	Summit	EPS500 External AC PSU	External Power System 500 Watts with cable	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
10916	Summit	Summit X650/X480 FAN module	FAN module for Summit X650 and Summit X480 series switches spare	1 Year Warranty	
10917	Summit	Summit 450W AC PSU FB	450W AC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10918	Summit	Summit 450W DC PSU FB	450W DC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10923	Summit	RPS500p	External PoE+ Redundant Power Supply Unit 500 Watts with cable Power cord ordered separately	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10925	Summit	Summit 550W AC PSU FB	550W AC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10926	Summit	Summit 550W DC PSU FB	550W DC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10927	Summit	Summit 550W AC PSU BF	550W AC Power Supply module for Summit switches BacktoFront airflow	1 Year Warranty	
10928	Summit	Summit 550W DC PSU BF	550W DC Power Supply module for Summit	1 Year Warranty	

			switches BacktoFront airflow		
10931	Summit	Summit 750W PoE AC PSU	750W PoE AC Power Supply Module	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10932	Summit	RPS150 XT	External Redundant Power Supply Unit 150 Watts with cable Extended Temparture Range from 0 to +60 degrees Celsius Power cord ordered separately	1 Year Warranty	
10933	Summit	Summit 300W +24V/48V DC PSU	300W +24V / 48V DC Power Supply Module for the X460 and the E4G400 platforms	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10935	Summit	Summit X460 FAN Module	FAN Module for Summit X460 Series Switches spare	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
10936	Summit	EPSC2	External Power System Chassis 2. Accepts up to three Summit 750W AC PoE PSU 48V power supplies. Accepts up to 5 EPSCBL2x7 or up to 1 EPSCBL2x9 cables.	1 Year Warranty	
10939	Summit	EPS Cable 2x7	External Power System Cable (1M with 2x7 pin) that connects EPS to any	1 Year Warranty	

			Summit X440 or X450G2 for providing redundant power		
10940	Summit	EPS Cable 2x9	External Power System (EPS) Cable (with 2x9 pin) that connects EPS to a X250e48p or a X450e48p for providing additional DC power.	1 Year Warranty	11/01/2023
10941	Summit	Summit 1100W AC PSU FB	1100 Watt AC PoE Power Supply module with FronttoBack airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10942	Summit	Summit 1100W AC PSU BF	1100W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10943	Summit	Summit 300W AC PSU BF	300W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10944	Summit	Summit 300W DC PSU BF	300W DC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	

10945	Summit	Summit Fan module FB	Fan Module for Summit X460G2/X450G2 Series Switches front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10946	Summit	Summit X460G2 Fan module BF	FAN Module for Summit X460G2 Series Switches back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10947	Summit	C5 to C14 Converter	Power dongle for converting an IEC C5 plug to IEC C14 plug	No Warranty	
10948	Summit	RPS90	External Redundant Power Supply Unit 90 Watts with cable Power cord ordered separately	1 Year Warranty	
10949	Summit	Pwr Cord 2.5AGB1002 IEC320C5	Pwr Cord 2.5AGB1002 IEC320C5 for China	No Warranty	
10950	E4G	E4G DC Pwr Conn Conv Cable	E4G DC Power Connector Converter Cable from 3pin to 4pin (50mm length). It is for connection between E4G200DC/router (3Pin) and ASTEC AC/DC Adapter Model AD10048P3 (4Pin).	1 Year Warranty	12/31/2024
10951	Summit	Summit 715W PoE AC PSU FB	715W AC PoE Power Supply Module with front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	

10952	Summit	Summit 715W AC PSU BF	715W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10953	Summit	350W AC PSU FB	350W AC Power Supply Module front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10954	Summit	350W AC PSU BF	350W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10958	Summit	HDX to FDX Converter ROW	External converter for the international market that can use a CEE 7/1 plug to connect up to four halfduplex devices to four full duplex switch ports. Does NOT support PoEpass through. External power supply and cord with CEE 7/1 plug included	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10959	Summit	HDX to FDX Converter NA	External converter for the North American market to connect up to four halfduplex devices to four full duplex switch ports. Does NOT support PoEpass through. External power supply and cord	Limited Lifetime Warranty with express Advanced Hardware	

			with NEMA 115P plug included	Replacement	
10960	Summit	PSU55Wx40.2Tx322Lmm770WACFB	770W AC power supply FronttoBack airflow	1 Year Warranty	
10961	Summit	PSU55Wx40.2Tx322Lmm770WACBF	770W AC power supply BacktoFront airflow	1 Year Warranty	
10962	Summit	PSU55Wx40.2Tx322Lmm1100WDCFB	1100W DC power supply FronttoBack airflow	1 Year Warranty	
10963	Summit	PSU55Wx40.2Tx322Lmm1100WDCBF	1100W DC power supply BacktoFront airflow	1 Year Warranty	
10965	Smart OmniEdge Switching	LRM/MACsec Adapter	ExtremeSwitching LRM/MACsec Adapter two SFP+ network ports (unpopulated) and two host cables with integrated SFP/SFP+ transceivers for host switch connection	1 Year Warranty	
10966	Smart OmniEdge Switching	5 Unit Rack Mount Kit LRM/MACsec Adapter	Optional multi unit rack mount bracket for LRM/MACsec Adapter. Holds five units in 1RU	1 Year Warranty	
11011	Summit	Direct Attach Feature Pack	Direct Attach Feature Pack for Summit X450a/X460/X460G2/X480 X650 X670/X670G2 X770 and BlackDiamond 8800 X Series	Software Warranty	
12101	Summit	ReachNXT 1008t	8 10/100BASETX 1 Gigabit combo ports (1 unpopulated Gigabit SFP and 10/100/1000BASET)	Limited Lifetime Warranty - 10 Business Day Ship	
12102	Summit	ReachNXT 1008t AC Power Adapter	Optional AC power adapter with 3 attachable power pins/plugs AC input 100240V 50/60Hz Max 0.5A DC output 12V 1.25A	1 Year Warranty	12/31/2023
12103	Summit	ReachNXT 1008t Mounting Kit	1 pair of magnets and 1 metal mounting plate for placing the ReachNXT 1008t product underneath a table or on a wall	1 Year Warranty	

15710	Wireless	Summit WM3700 WLAN Controller	Summit WM3700 WLAN controller with 4xGE Cu/SFP ports 1xFE management port and 1x serial console port. Has1 CF card slot 2 USB slots. Can manage up to 1024 Access Points. AP capacity and feature licenses sold separately. Power cord sold separately.	1 Year Warranty	06/30/2020
15711	Wireless	16AP Lic for Summit WM3700	16 AP capacity license for Summit WM3700 controller. Shipped as a voucher.	Software Warranty	06/30/2020
15712	Wireless	64AP Lic for Summit WM3700	64 AP capacity license for Summit WM3700 controller. Shipped as a voucher.	Software Warranty	06/30/2020
15713	Wireless	RTLS Lic for Summit WM3700	Real Time Location System (RTLS) feature upgrade license for Summit WM3700 controller. Enables the API between the RTLS engine in controller and 3rd party RTLS application.	Software Warranty	06/30/2020
15714	Wireless	Summit WM3600 WLAN Controller	Summit WM3600 WLAN controller with 1x GE Cu/SFP Uplink port 8x GE PoE ports 1x FE Mgmt port 1x USB 2.0 Host 1x ExpressCard Slot 1x PCIX 1x Serial Port 2 USB slots. Can manage up to 256 APs. Licenses sold separately. Power cord sold separately.	1 Year Warranty	06/30/2020
15715	Wireless	16 AP Lic for Summit WM3600	16 AP capacity license for Summit WM3600 controller. Shipped as a voucher.	Software Warranty	06/30/2020

15716	Wireless	RTLS Lic for Summit WM3600	Real Time Location System (RTLS) feature upgrade license for Summit WM3600 controller. Enables the API between the RTLS engine in controller and 3rd party RTLS application.	Software Warranty	06/30/2020
15717	Wireless	Summit WM3400 WLAN Controller	Summit WM3400 WLAN controller with 5xGE PoE+ LAN ports 1xGE WAN port and 1x serial console port. Includes 1x ExpressCard Slot and 1x USB port. Bundled with support for 6 Access Points. Includes universal AC power module. Region specific power cord for power module sold separately. Requires Summit WM3000 series software R4.2 or above	1 Year Warranty	06/30/2020
15718	Wireless	256 AP Lic for Summit WM3700	256 AP capacity license for Summit WM3700 controller. Shipped as a voucher	Software Warranty	06/30/2020
15719	Wireless	64 AP Lic for Summit WM3600	64 AP capacity upgrade license for Summit WM3600 controller. Shipped as a voucher with instructions on logging to the Extreme License server and generating the license key	Software Warranty	06/30/2020
15724	Wireless	Altitude 4610US abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for US regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirectional antennas.	Limited Lifetime Warranty Wing	06/30/2020

			Suitable for wall or below ceiling mount to TBars with builtin mounting brackets. IEEE 802.3af PoE powered or use a suitable midspan PoE injector		
15725	Wireless	Altitude 4610ROW abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for Rest of the World regulatory domainexcept Israel. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirectional antennas. Suitable for wall or below ceiling mount to TBars with builtin mounting brackets. IEEE 802.3af PoE powered or use a suitable midspan PoE injector	Limited Lifetime Warranty Wing	06/30/2020
15727	Wireless	Altitude 4610EU abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for European Union regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirect	Limited Lifetime Warranty Wing	06/30/2020
15730	Wireless	Altitude 4620US abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for US regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable external omnidirectional antennas. Plenum rated. Suitable for	Limited Lifetime Warranty Wing	06/30/2020

			wall or above the ceiling mount with builtin mounting brackets. Comes with a light pipe to display LED activity below the drop down ceiling. IEEE 802.3af PoE powered or use a suitable midspan PoE injector		
15731	Wireless	Altitude 4620ROW abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for Rest of the World regulatory domainexcept Israel. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable external omnidirectional antennas. Plenum rated. Suitable for wall or above the ceiling mount. Comes with a light pipe to display LED activity below the drop down ceiling. IEEE 802.3af PoE powered or use a suitable midspan PoE injector	1 Year Warranty	06/30/2020
15734	Wireless	3G Lic for Summit WM3600	3G feature upgrade license for Summit WM3600 controller. Enables the operation of an approved 3G card plugged into the express card slot in Summit WM3600. Require relevant 3G service from cellular carrier. Approved 3G card for the 3G service to be procured from 3rd party supplier.	Software Warranty	06/30/2020

15735	Wireless	Altitude 4611ROW abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the Rest of World regulatory domain. Includes an internal omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15736	Wireless	AdvSecurity Lic for WM3600	Advanced Security feature upgrade license for Summit WM3600 controller. Enables Role Based Firewall Configuration and increases number of IPSEC VPN tunnels from 100 to 1024. Shipped as a voucher.	Software Warranty	06/30/2020
15737	Wireless	AdvSecurity Lic for WM3700	Advanced Security feature upgrade license for Summit WM3700 controller. Enables Role Based Firewall Configuration and increases number of IPSEC VPN tunnels from 600 to 2048. Shipped as a voucher.	Software Warranty	06/30/2020
15738	Wireless	Rackmount kit for Summit WM3400	Rack mount kit for mounting Summit WM3400 controller and the power module to a 19 rack. Optional accessory	1 Year Warranty	06/30/2020
15749	Wireless	Altitude 4621ROW abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the Rest of World regulatory domainexcluding Israel. Includes 3x detachable external omnidirectional paddle antennas and 1x	Limited Lifetime Warranty Wing	06/30/2020

			10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.		
15750	WiNG Wireless	Altitude 4710EU abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the European Union regulatory domain. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15751	Wireless	Altitude 4710US abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the US regulatory domain. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external	Limited Lifetime Warranty Wing	06/30/2020

			power supply or PoE injector.		
15752	Wireless	Altitude 4710ROW abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the Rest of World regulatory domainexcluding Israel. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15753	WiNG Wireless	Altitude 4750US abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the US regulatory domain. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by	Limited Lifetime Warranty Wing	06/30/2020

			802.3af/at PoE or by use of an optional external power supply or PoE injector.		
15754	Wireless	Altitude 4750ROW abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the Rest of World regulatory domainexcluding Israel. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15755	Wireless	Facade Antenna for 4700 AP	Integrated snapon dualband omnidirectional facade antenna for 4700 series Access Points. Snaps over the AP housing and the wires are connected to the antenna ports on the AP. Antenna gain 3dBi/5dBi on 2.4/5 GHz bands.	1 Year Warranty	06/30/2020
15757	Wireless	Altitude 4611US abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the US regulatory domain. Includes an internal	Limited Lifetime Warranty Wing	06/30/2020

			omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.		
15758	Wireless	Altitude 4621US abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the US regulatory domain. Includes 3x detachable external omnidirectional paddle antennas and 1x 10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15759	Wireless	Altitude 4750EU abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the European Union regulatory domain. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020

15760	Wireless	Altitude 4611EU abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the European Union regulatory domain. Includes an internal omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
15761	WiNG Wireless	AP4511 Wallplate AP US	Altitude AP4511 Single radio 802.11a/b/g/n Wall Plate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. USonly version.	Limited Lifetime Warranty Wing	06/30/2020
15762	Wireless	AP4511 Wallplate AP WW	Altitude AP4511 Single radio 802.11a/b/g/n WallPlate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. Rest of World (ROW) regulatory domain.	Limited Lifetime Warranty Wing	06/30/2020
15764	Wireless	AP4532i int ant US	Altitude AP4532i internal antenna Access Point for indoors installations for sale in the USA	1 Year Warranty	06/30/2020
15765	Wireless	AP4532i int ant ROW	Altitude AP4532i internal antenna Access Point for sale WorldWide	1 Year Warranty	06/30/2020
15767	WiNG Wireless	AP4532e ext ant US	Altitude AP4532e external antenna Access Point for indoor installations for sale in the USA	Limited Lifetime Warranty Wing	06/30/2020
15768	WiNG Wireless	AP4532e ext ant ROW	Altitude AP4532e external antenna Access Point for indoor	Limited Lifetime	06/30/2020

			installations for sale worldwide	Warranty Wing	
15770	Wireless	Altitude 4621EU abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the European Union regulatory domain. Includes 3x detachable external omnidirectional paddle antennas and 1x 10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
15771	Wireless	Summit WM3411 US	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the US Regulatory Domain	1 Year Warranty	06/30/2020
15772	Wireless	Summit WM3411 WW	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the Rest of World Regulatory Domain.	1 Year Warranty	06/30/2020
15774	Wireless	Facade Antenna for WM3411	3x3 MiMo Facade Antenna for the Summit WM3411 Wireless Controller	1 Year Warranty	06/30/2020
15776	Wireless	Altitude 4620EU abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for European Union regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable externa	Limited Lifetime Warranty Wing	06/30/2020

15777	Wireless	Tbar AP Mount Bracket 1PC	Wireless Mounting Bracket for ceiling Tbar mount for 46xx 47xx Access Points 1 Pack	1 Year Warranty	06/30/2020
15778	Wireless	6AP lic upgrade WM34003411	6 Wireless AP license upgrade for the Summit WM3411 WM3400	Software Warranty	06/30/2020
15779	Wireless	Adv WIPS for WM34003411	Advanced WIPS upgrade for Summit WM3400WM3411	Software Warranty	06/30/2020
15780	Wireless	Adv WIPS license for WM3600	Advanced WIPS upgrade for WM3600	Software Warranty	06/30/2020
15781	Wireless	Adv WIPS license for WM3700	Advanced WIPS upgrade for WM3700	Software Warranty	06/30/2020
15782	WiNG Wireless	AP4511 Wallplate AP EU	Altitude AP4511 Single radio 802.11a/b/g/n WallPlate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. European Union regulatory domain.	Limited Lifetime Warranty Wing	06/30/2020
15783	Wireless	AP4021i int ant US	Altitude AP4021i singleradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15784	Wireless	AP4021i int ant ROW	Altitude AP4021i singleradio thin (dependent) indoor Access Point for the Rest of the World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020

15785	Wireless	AP4021e ext ant US	Altitude AP4021i singleradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15787	Wireless	Tbar AP Mount Bracket 10PC	Wireless Mounting Bracket for ceiling Tbar mount for 46xx 47xx Access Points TEN Pack	1 Year Warranty	06/30/2020
15788	Wireless	AP4021e ext ant ROW	Altitude AP4021i singleradio thin (dependent) indoor Access Point for the Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15789	Wireless	AP4521i int ant US	Altitude AP4521i singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15790	Wireless	AP4521i int ant ROW	Altitude AP4521i singleradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020

			PoE or by use of a PoE injector.		
15791	Wireless	AP4521e ext ant US	Altitude AP4521e singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15793	Wireless	AP4521e ext ant ROW	Altitude AP4521e singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15794	Wireless	AP4762 outdoor US	Altitude AP4762 dualradio Independent Outdoor Access Point for US regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15795	WiNG Wireless	AP4762 outdoor ROW	Altitude AP4762 dualradio Independent Outdoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020

15796	Wireless	AP4763 outdoor US	Altitude AP4763 triradio Independent Outdoor Access Point for US regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15797	Wireless	Summit WM3411 EU	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the European Union Regulatory Domain.	1 Year Warranty	06/30/2020
15798	Wireless	AP4532i int ant EU	Altitude AP4532i dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x3 MIMOintegrated internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15799	Wireless	AP4532e ext ant EU	Altitude AP4532e dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x3 MIMO. External antennas not includedmust order separately up to 6 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15804	Wireless	AP4021i int ant EU	Altitude AP4021i singleradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMOintegrated internal omnidirectional antennas.	Limited Lifetime Warranty Wing	06/30/2020

			Powered by 802.3af/at PoE .		
15808	Wireless	AP4021e ext ant EU	Altitude AP4021e singleradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust order separately up to 2 paddle antennas. Powered by 802.3af/at PoE .	Limited Lifetime Warranty Wing	06/30/ 2020
15809	Wireless	AP4521i int ant EU	Altitude AP4521i singleradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/ 2020
15810	Wireless	AP4521e ext ant EU	Altitude AP4521e singleradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 2 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/ 2020
15811	WiNG Wireless	AP4762 outdoor EU	Altitude AP4762 dualradio Independent Outdoor Access Point for European Union regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3at PoE.	1 Year Warranty	06/30/ 2020
15812	WiNG Wireless	AP4763 outdoor EU	Altitude AP4763 dualradio with sensor Independent Outdoor	1 Year Warranty	06/30/ 2020

			Access Point for European Union regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3at PoE.		
15813	Wireless	AP4022i int ant EU	Altitude AP4022i dualradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO integrated internal omnidirectional antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15814	Wireless	AP4022e ext ant EU	Altitude AP4022e dualradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15815	Wireless	AP4522i int ant EU	Altitude AP4522i dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15816	Wireless	AP4522e ext ant EU	Altitude AP4522e dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020

15830	Wireless	1024 AP Lic for WM395X Cntrlr	128 AP capacity license for WM395X family of controllers.	Software Warranty	06/30/2020
15831	Wireless	AdvSecurity Lic for WM395X	Advanced Security feature upgrade license for WM395X family of controllers. Enables Role Based Firewall Configuration.	Software Warranty	06/30/2020
15850	Wireless	AP4532i int ant IL	Altitude AP4532i dualradio Independent indoor Access Point for Israel regulatory domain 802.11a/b/g/n 2x3 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15910	Wireless	AP4763 outdoor ROW	Altitude AP4763 triradio Independent Outdoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15911	WiNG Wireless	AP4022i int ant US	Altitude AP4022i dualradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15912	Wireless	AP4022i int ant ROW	Altitude AP4022i dualradio thin (dependent) indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020

			PoE or by use of a PoE injector.		
15913	WiNG Wireless	AP4022e ext ant US	Altitude AP4022e dualradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas.. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/ 2020
15916	Wireless	AP4022e ext ant ROW	Altitude AP4022e dualradio thin (dependent) indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/ 2020
15993	Wireless	AP4522i int ant US	Altitude AP4522i dualradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO integrated internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/ 2020
15994	Wireless	AP4522i int ant ROW	Altitude AP4522i dualradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/ 2020

15995	Wireless	AP4522e ext ant US	Altitude AP4522e dualradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15996	Wireless	AP4522e ext ant ROW	Altitude AP4522e dualradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020
16105	Summit	Stacking Cable 5.0M	SummitStack Stacking cable 5.0M (not supported for UniStack)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
16106	Summit	Stacking Cable 0.5M	SummitStack/UniStack Stacking cable 0.5M	1 Year Warranty	
16107	Summit	Stacking Cable 1.5M	SummitStack/UniStack Stacking cable 1.5M	1 Year Warranty	
16108	Summit	Stacking Cable 3.0M	SummitStack/UniStack Stacking cable 3.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
16117	Summit	XGM32sf	Option card two unpopulated 10 Gigabit SFP+ slots compatible with Summit X460	Limited Lifetime Warranty with	12/31/2022

				express Advanced Hardware Replacement	
16119	Summit	XGM3S2xf/module	2 x 10GbE XFP port interface module rear pluggable in Slot A on X460 and E4G400 platforms supporting SummitStackV (and SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16120	Summit	XGM3SB4sf/module	4 x 10GbE SFP+ ports rear pluggable in Slot B on X460 and E4G400 platforms (supporting SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16125	Summit	SX460 Network Timing Feature Pck	ExtremeXOS Network Timing Feature Pack for Summit X460 Series Switches	Software Warranty	12/31/2022
16126	Summit	XGM3S2sf/module	2 x 10GbE SFP+ port interface module rear pluggable in Slot A on X460 and E4G400 platforms supporting SummitStackV (and SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16127	E4G	E4GB16T1E1/module	2 x MRJ21 ports for 16 T1/E1 pseudowire emulation 2 x SMA port for synchronization input/output rear pluggable in Slot B	1 Year Warranty	06/30/2023
16169	Summit	SX450G2 Multimedia(AVB) Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X450G2 series switches	Software Warranty	
16172	Summit	X450G224tGE4Base	Summit X450G2 24 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports 1 Fixed AC PSU 1	Limited Lifetime Warranty with express	

			RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Advanced Hardware Replacement-2	
16173	Summit	X450G224pGE4Base	Summit X450G2 24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16174	Summit	X450G248tGE4Base	Summit X450G2 48 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16175	Summit	X450G248pGE4Base	Summit X450G2 48 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16176	Summit	X450G224t10GE4Base	Summit X450G2 24 10/100/1000BASET 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16177	Summit	X450G224p10GE4Base	Summit X450G2 24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two	Limited Lifetime Warranty with	

			21Gb stacking ports) 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	express Advanced Hardware Replacement-2	
16178	Summit	X450G248t10GE4Base	Summit X450G2 48 10/100/1000BASET 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16179	Summit	X450G248p10GE4Base	Summit X450G2 48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16190	Summit	SX450G2 Edge to Adv Edge Lic	ExtremeXOS Advanced Edge License upgrade for Summit X450G2 series switches	Software Warranty	
16191	Summit	X450G2 Core Lic from Edge Lic	ExtremeXOS Advanced Core License upgrade from Edge License for ExtremeSwitching X450G2 series switches	Software Warranty	
16192	Summit	X450G2 Core Lic from Adv Edge	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for ExtremeSwitching X450G2 series switches	Software Warranty	
16200	Summit	SX450G2 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X450G2 series switches	Software Warranty	
16220	E4G	E4G TDM BreakOut Cable	TDM connectivity breakout cable that	1 Year Warranty	06/30/2023

			provides 1 x MRJ21 to 8 x RJ48c for use with TDM modules using MRJ21 connectors		
16301	Summit	Summit X48048t	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP (shared) No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16303	Summit	Summit X48024x	24 100/1000BASEX unpopulated SFP 12 10/100/1000BASET (shared) 2 unpopulated XFP ports No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16304	Summit	Summit X48048x	48 100/1000BASEX unpopulated SFP No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16311	Summit	VIM2SummitStack	VIM2SummitStack 2 SummitStack stacking ports	1 Year Warranty	07/15/2025
16312	Summit	VIM210G4X	VIM210G4X 4 10GBASEX XFP ports	1 Year Warranty	07/15/2025
16313	Summit	VIM2SummitStack128	VIM2SummitStack128 2 x 64G stacking ports	1 Year Warranty	07/15/2025
16315	Summit	VIM2SummitStackV80	VIM2SummitStackV80 2 x 40G stacking ports	1 Year Warranty	12/31/2022
16321	Summit	Summit X480 Core License	ExtremeXOS Core License for Summit X480 series switches	Software Warranty	
16322	Summit	Summit X480 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for Summit X480 series switches	Software Warranty	
16323	Summit	Summit X480 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X480 series switches	Software Warranty	

16401	Summit	Summit X46024t	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16402	Summit	Summit X46048t	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16403	Summit	Summit X46024p	24 10/100/1000BASET PoEplus 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16404	Summit	Summit X46048p	48 10/100/1000BASET PoEplus 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16405	Summit	Summit X46024x	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16406	Summit	Summit X46048x	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16407	Summit	Summit X46024tDC	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16408	Summit	Summit X46048tDC	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16409	Summit	Summit X46024xDC	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16410	Summit	Summit X46048xDC	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16419	Summit	SummitStack Module	SummitStack Module for Summit X460	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
16420	Summit	SummitStackV80 Module	SummitStackV80 Module for Summit X460	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
16421	Summit	Advanced Edge Lic X460/G2	ExtremeXOS Advanced Edge License for Summit X460 X460G2 Series Switches	Software Warranty	
16422	Summit	Core Lic from Edge Lic X460/G	ExtremeXOS Advanced Core License upgrade from Edge License for	Software Warranty	

			Summit X460 X460G2 Series Switches		
16423	Summit	Core Lic from Adv Edge X460/G	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for Summit X460 X460G2 series switches	Software Warranty	
16424	Summit	MPLS Feature Pack X460/G2	ExtremeXOS MPLS Feature Pack for Summit X460 X460G2 Series Switches	Software Warranty	
16425	Summit	OpenFlow FeaturePack X460/G2	ExtremeXOS SDN OpenFlow Feature Pack for Summit X460 X460G2 series switches	Software Warranty	
16426	Summit	Multimedia(AVB) Pck X460/G2	ExtremeXOS Audio Video Bridging Feature Pack for Summit X460 X460G2 series switches	Software Warranty	
16431	E4G	E4G400AC/router	24 x 10/100/1000BASET 8 x 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports)Rear Slot A Rear Slot B with AC Power Supply Fan module	1 Year Warranty	06/30/2023
16432	E4G	E4G400DC/router	24 x 10/100/1000BASET 8 x 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports)Rear Slot A Rear Slot B with DC Power Supply Fan module	1 Year Warranty	06/30/2023
16440	E4G	E4G20012xDC/router	12 x 100/1000BASEX unpopulated SFP one front I/O slot one front Sync slot one internal DC PSU with two inputs	1 Year Warranty	06/30/2023
16441	E4G	E4G200DC/router	8 x 10/100/1000BASET 4 x 100/1000BASEX unpopulated SFP one front I/O slot one front Sync slot one internal DC PSU with two inputs	1 Year Warranty	06/30/2023

16442	E4G	E4GF16T1E1/module	16 x RJ45 port front plugin module supporting pseudowire emulation of 16 T1/E1	1 Year Warranty	06/30/2023
16444	E4G	E4GCLK/module	2 x SMA port front plugin module supporting BITS 1588v2 SyncE and TDM Line timing	1 Year Warranty	06/30/2023
16490	E4G	E4G200 Ntwrk Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for E4G200 that enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	06/30/2023
16491	E4G	E4G200 Adv Edge Lic MPLS	Extreme XOS Advanced Edge License Upgrade from Edge for E4G200 products and includes the MPLS feature pack	Software Warranty	06/30/2023
16492	E4G	E4G200 Core Lic from Adv Edge	Extreme XOS Core License Upgrade from Advanced Edge for E4G200 products	Software Warranty	06/30/2023
16493	E4G	E4G200 Core Lic fr Edge MPLS	Extreme XOS Core License Upgrade from Edge for E4G200 products and includes the MPLS feature pack	Software Warranty	06/30/2023
16495	E4G	E4G400 Ntwrk Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for E4G400 that enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	06/30/2023
16496	E4G	E4G400 Core Lic from Adv Edge	Extreme XOS Core License Upgrade from Advanced Edge for E4G400 products	Software Warranty	12/31/2024
16497	BD X	BDX83rd Party Optics License	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for BDX8	No Warranty	12/31/2024
16498	BD 8K	BD88003rd Party Optics License	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for BD8800	No Warranty	12/31/2024
16499	Summit	Summit 670V3rd Party Optics Lic	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for Summit 670	No Warranty	

16501	Summit	Summit X4408t	8 10/100/1000BASET 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16502	Summit	Summit X4408p	8 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16503	Summit	Summit X44024t	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16504	Summit	Summit X44024p	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16505	Summit	Summit X44048t	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022

16506	Summit	Summit X44048p	48 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16507	Summit	Summit X44024t10G	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16508	Summit	Summit X44024p10G	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16509	Summit	Summit X44048t10G	48 10/100/1000BASET 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16510	Summit	Summit X44048p10G	48 10/100/1000BASET PoEplus 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

			license connector for external power supply	Replacement	
16513	Summit	Summit X44024x	24 100/1000BASEX SFP ports 4 gigabit combo ports (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16514	Summit	Summit X44024x10G	24 100/1000BASEX SFP ports 4 gigabit combo ports (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16515	Summit	Summit X4308p	8 10/100/1000BASET PoE+ 2 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16516	Summit	Summit X43024t	24 10/100/1000BASET 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16517	Summit	Summit X43024p	24 10/100/1000BASET PoE+ 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced	09/30/2023

				Hardware Replacement	
16518	Summit	Summit X43048t	48 10/100/1000BASET 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16519	Summit	Summit X44024tDC	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 DC PSU ExtremeXOS Edge license connector for external power supply.	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16520	Summit	Summit X44048tDC	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 DC PSU ExtremeXOS Edge license connector for external power supply.	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16521	Summit	Summit X440 Adv. Edge License	ExtremeXOS Advanced Edge License for Summit X440 series switches	Software Warranty	
16522	Summit	Summit X440 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X440 series switches	Software Warranty	
16523	Summit	X440 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X440 series switches	Software Warranty	
16524	Summit	X430 AVB Pk 100 streams 8 ports	ExtremeXOS Audio Video Bridging Feature Pack for Summit X430 series switches Maximum	Software Warranty	09/30/2023

			of 100 active streams on no more than eight ports		
16525	Summit	Summit X4308p Mounting Kit	Rack Mounting Kit for Summit X4308p Switch	1 Year Warranty	09/30/2023
16530	Summit	X440G212t10GE4	X440G2 12 10/100/1000BASET 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16531	Summit	X440G212p10GE4	X440G2 12 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16532	Summit	X440G224t10GE4	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16533	Summit	X440G224p10GE4	X440G2 24 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16534	Summit	X440G248t10GE4	X440G248t10GE4 long description X440G2 48 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE	Limited Lifetime Warranty with express Advanced	

			SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Hardware Replacement-2	
16535	Summit	X440G248p10GE4	X440G2 48 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16536	Summit	X440G224t10GE4DC	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed DC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16537	Summit	X440G248t10GE4DC	X440G2 48 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed DC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16538	Summit	X440G224x10GE4	X440G2 24 unpopulated 1000BASEX SFP (4 combo) 4 10/100/1000 combo 4 1GbE unpopulated SFP upgradable to 10GbE	Limited Lifetime Warranty with express Advanced	

			SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Hardware Replacement-2	
16539	Summit	X440G224fxGE4	X440G2 24 fixed 100BASEFX LC connectors 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16540	Summit	X440G212t8fxGE4	X440G2 12 10/100/1000BASET plus 8 fixed 100BASEFX LC connectors 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16541	Summit	X440G224tGE4	X440G2 24 fixed 10/100/1000BASETX 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16542	Summit	Dual 10GbE Upgrade License	License that converts the two nonstack 1GbE SFP ports to be 10GbE SFP+	Software Warranty	
16543	Summit	Quad 10GbE Upgrade License	License that converts four 1GbE SFP ports to be 10GbE SFP+	Software Warranty	
16546	Summit	Quad 10GbE Lic from Dual 10GbE Lic	License that upgrades an already licensed Dual 10GbE switch to a Quad 10GbE switch	Software Warranty	
16560	FastPath Switches	22012t10GE2	220Series 12 port 10/100/1000BASET 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU L2 Switching with RIP and Static Routes 1	Limited Lifetime Warranty with Express Advanced	

			countryspecific power cord	Hardware Replacement - B	
16561	FastPath Switches	22012p10GE2	220Series 12 port 10/100/1000BASET PoE+ 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16562	FastPath Switches	22024t10GE2	220Series 24 port 10/100/1000BASET 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16563	FastPath Switches	22024p10GE2	220Series 24 port 10/100/1000BASET PoE+ 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16564	FastPath Switches	22048t10GE4	220Series 48 port 10/100/1000BASET 4 10GbE unpopulated SFP+ ports (2 LRM Capable) 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16565	FastPath Switches	22048p10GE4	220Series 48 port 10/100/1000BASET PoE+ 4 10GbE unpopulated SFP+ ports (2 LRM Capable) 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and	Limited Lifetime Warranty with Express Advanced Hardware	

			Static Routes 1 countryspecific power cord	Replacement - B	
16566	FastPath Switches	21012tGE2	210Series 12 port 10/100/1000BASET 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16567	FastPath Switches	21012pGE2	210Series 12 port 10/100/1000BASET PoE+ 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16568	FastPath Switches	21024tGE2	210Series 24 port 10/100/1000BASET 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16569	FastPath Switches	21024pGE2	210Series 24 port 10/100/1000BASET PoE+ 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16570	FastPath Switches	21048tGE4	210Series 48 port 10/100/1000BASET 4 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware	

				Replacement - B	
16571	FastPath Switches	21048pGE4	210Series 48 port 10/100/1000BASET PoE+ 4 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16572	FastPath Switches	200Series Dual Rack Mount Kit	Hardware kit for mounting two 12 port 200Series switches (210 and/or 220) sidebyside in a 19 inch rack	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16573	FastPath Switches	200Series Wall Mount Kit	Hardware kit for wall mounting one 12 port 200Series switch (either 210 or 220)	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16701	Summit	X460G224t10GE4Base	Summit X460G2 24 10/100/1000BASET 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16702	Summit	X460G248t10GE4Base	Summit X460G2 48 10/100/1000BASET 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16703	Summit	X460G224p10GE4Base	Summit X460G2 24 10/100/1000BASET PoE+ 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16704	Summit	X460G248p10GE4Base	Summit X460G2 48 10/100/1000BASET PoE+ 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16705	Summit	X460G224x10GE4Base	Summit X460G2 24 100/1000BASEX unpopd SFP 8 10/100/1000BASET (4 ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			Advanced Edge license with EXOS Release 22.1 or greater		
16706	Summit	X460G248x10GE4Base	Summit X460G2 48 100/1000BASEX unpopd SFP 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16710	Summit	Summit X460G2 VIM2q	Optional Virtual Interface Module for the rear of the X460G2 providing 2 40GBASEX ports unpopulated QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16711	Summit	Summit X460G2 VIM2x	Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASEX ports unpopulated SFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16712	Summit	Summit X460G2 VIM2t	Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASET ports	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16713	Summit	Summit X460G2 VIM2ss	Optional Virtual Interface Module for the rear of the	Limited Lifetime Warranty	

			X460G2 providing 2 ports of Extremes SummitStack	with express Advanced Hardware Replacement-2	
16714	Summit	TIMING SLOT GNDLUG	Modular Grounding Lug Card for the X460G2 that utilizes the Timing Module slot (note that adding the grounding lug excludes use of the 16715 Timing Module)	No Warranty	
16715	Summit	Summit X460G2 TMCLK	Optional Timing Module for the rear of the X460G2 providing the hardware for SyncE and 1588 PTP clocking with 2 ports of miniBNC connectors for clocking outputs	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16716	Summit	X460G224tGE4Base	Summit X460G2 24 10/100/1000BASET 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16717	Summit	X460G248tGE4Base	Summit X460G2 48 10/100/1000BASET 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16718	Summit	X460G224pGE4Base	Summit X460G2 24 10/100/1000BASET PoE+ 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16719	Summit	X460G248pGE4Base	Summit X460G2 48 10/100/1000BASET PoE+ 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16720	Summit	X460G216mp32p10GE4	16 100Mb/1.0/2.5 GbE PoEplus 32 10/100/1000BASET PoEplus 4 1000/10GBaseX unpopulated SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopulated PSU slots fan module slot (unpopd) EXOS Advanced Edge license with policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16755	Summit	Summit X460G2 Ntwrk Timing 1588	ExtremeXOS Network Timing Feature Pack for Summit X460G2 that enables 1588v2 PTP (Precision Time Protocol) Boundary Clock	Software Warranty	

16756	Summit	X460G224p24hp10GE4Base	X460G2 24 10/100/1000BASET full duplex PoE+ 24 10/100/1000BASET full/half duplex PoE+ 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16757	Summit	X460G224t24ht10GE4Base	X460G2 24 10/100/1000BASET full duplex 24 10/100/1000BASET full/half duplex 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16776	Summit	Rear Rail Kit4 Post Mounting	Adapter kit for adding rear rails to enable four post mounting of X460G2 and Summit 17 or deeper switches	No Warranty	
16777	Summit	Four Piece Rack Mount Kit Spare	Four Piece Rack Mount Kit Spare. Compatible with X450G2 X460G2 X620 (16 port models) X670 X670V X670 G2 X690 X770 X870	No Warranty	
16778	Smart OmniEdge Switching	X440G2 EXOS MACsec Feature Pack	ExtremeSwitching X440G2 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
16779	Smart OmniEdge Switching	X450G2 EXOS MACsec Feature Pack	ExtremeSwitching X450G2 EXOS MACsec Feature Pack. Enables MACsec for use with	Software Warranty	

			ExtremeSwitching LRM/MACsec Adapter		
16780	Smart OmniEdge Switching	X460G2 EXOS MACsec Feature Pack	ExtremeSwitching X460G2 EXOS MACsec Feature Pack. Enables MACsec for use with X460G224p24hp10GE4 X460G224t24ht10GE4 models or ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
16790	Summit	X59024x1q2c Base System	ExtremeSwitching X590 base unit with 24 1Gb/10Gb SFP+ ports 1 10Gb/40Gb QSFP+ port 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 4 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
16791	Summit	X59024t1q2c Base System	ExtremeSwitching X590 base unit with 24 100Mb/1Gb/10GBASET ports 1 10Gb/40Gb QSFP+ port 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 4 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
16795	Summit	X590 EXOS Core License	ExtremeSwitching X590 ExtremeXOS Core license upgrade from Advanced Edge	Software Warranty	
16801	Fixed L2	ISW 410/100P210/100T2SFP	4port POE+ 10/100 2Port 10/100 w/ 2port SFP Operating Temperature 40C +75C	5 Year Warranty	
16802	Fixed L2	ISW 810/100P4SFP	8port POE+ 10/100 w/ 4port SFP Operating Temperature 40C +75C	5 Year Warranty	

16803	Fixed L2	ISW 4GBP2GBT2SFP	4port POE+ Gigabit 2port Gigabit w/ 2port SFP Operating Temperature 40C +75C	5 Year Warranty	
16804	Fixed L2	ISW 8GBP4SFP	8port POE+ Gigabit w/ 4port SFP Operating Temperature 40C +75C	5 Year Warranty	
16805	Fixed L2	POE INJ75W24	24VDC GbE PoE injector with 60/75W output Operating Temperature 40C +75C	3 Year Warranty	
16806	Fixed L2	POE INJ30W24	24VDC GbE PoE injector with 30W output Operating Temperature 40C +75C	3 Year Warranty	
16807	Fixed L2	IS ACDC PS 240W	IS ACDC Power Supply 240W Output DIN Rail 25 70C	3 Year Warranty	
16920	Fixed L2	IS ACDC PS 480W	IS ACDC Power Supply 480W Output DIN Rail 25 70C	3 Year Warranty	
17026	Summit	Stacking Cable 128G/64G 1.0M	Conversion cable for SummitStack256 and SummitStack128 1.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
17030	Summit	Stacking Cable 64G 1.0M	SummitStack128 Stacking Cable 1.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
17038	Summit	Stacking Cable 64G/20G 1.0M	Conversion cable for SummitStack128 and SummitStack 1.0M	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
17101	Summit	Summit X670V48xFB	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module	1 Year Warranty	
17102	Summit	Summit X670V48xBF	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module	1 Year Warranty	
17103	Summit	Summit X67048xFB	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module	1 Year Warranty	
17104	Summit	Summit X67048xBF	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module	1 Year Warranty	
17111	Summit	Summit X670 fan module FB	Fan module for Summit X670 series switches FronttoBack airflow spare	1 Year Warranty	
17112	Summit	Summit X670 fan module BF	Fan module for Summit X670 series switches BacktoFront airflow spare	1 Year Warranty	
17115	Summit	FAN ASSY1x229.2CFM12FB	X870 Fan Module FronttoBack airflow	1 Year Warranty	
17116	Summit	FAN ASSY1x229.2CFM12BF	X870 Fan Module BacktoFront airflow	1 Year Warranty	
17121	Summit	VIM340G4X	VIM340G4X 4 40GBASEX QSFP+ ports module for Summit X650/X480	1 Year Warranty	
17122	Summit	VIM440G4X	VIM440G4X 4 40GBASEX QSFP+ ports module for Summit X670V	1 Year Warranty	

17131	Summit	Summit X670 Series Core License	ExtremeXOS Core License Summit X670 Series	Software Warranty	
17133	Summit	Summit X670 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for Summit X670 series switches	Software Warranty	
17134	Summit	Summit X670 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X670 series switches	Software Warranty	
17135	Summit	X670 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X670 series switches	Software Warranty	
17136	Summit	X670G2 Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for Summit X670G2 enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	
17137	Summit	X670G2 EXOS MACsec Feature Pack	ExtremeSwitching X670G2 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17138	Summit	X690 EXOS MACsec Feature Pack	ExtremeSwitching X690 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17139	Summit	X590 EXOS MACsec Feature Pack	ExtremeSwitching X590 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17201	Summit	Summit X670V48tFBAC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC	1 Year Warranty	

			power supplies FronttoBack airflow fans		
17202	Summit	Summit X670V48tBFAC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W AC power supplies BacktoFront airflow fans	1 Year Warranty	
17203	Summit	Summit X670V48tFBDC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC power supplies FronttoBack airflow fans	1 Year Warranty	
17204	Summit	Summit X670V48tBFDC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies BacktoFront airflow fans	1 Year Warranty	
17205	Summit	Summit X670V48tFBMIX	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 1 FronttoBack 550W AC	1 Year Warranty	

			power supply 1 FronttoBack 550W DC power supply FronttoBack airflow fans		
17206	Summit	Summit X670V48tBFMIX	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 1 BacktoFront 550W AC power supply 1 BacktoFront 550W DC power supply BacktoFront airflow fans	1 Year Warranty	
17300	Summit	Summit X670G272xBaseUnit	72 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot and 5 unpopulated fan airflow slots	1 Year Warranty	
17310	Summit	Summit X670G248x4qBaseUnit	48 10GBASEX SFP+ and 4 40GBASEX QSFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot and 3 unpopulated fan airflow slots	1 Year Warranty	
17350	Summit	X69048x2q4c	X690 base unit with 48 1Gb/10Gb SFP+ ports 2 10Gb/40Gb QSFP+ ports 4 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 6 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
17360	Summit	X69048t2q4c	X690 base unit with 48 1Gb/10GBASET ports 2 10Gb/40Gb QSFP+ ports 4 10Gb/25Gb/40Gb/50Gb/1	1 Year Warranty	

			00Gb capable QSFP28 ports 2 unpopulated power supplies slots 6 unpopulated fan module slots ExtremeXOS Advanced Edge License		
17401	Summit	X62016xBase	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17402	Summit	X62016tBase	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17403	Summit	X62016pBase	X620 12 100Mb/1Gb/2.5Gb/5Gb/10GBASET PoE (8 PoE++ and 4 PoE+) and EEE 4 100Mb/1Gb/10GBASET PoE+ and EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17404	Summit	X62010xBase	X620 10 100Mb/1Gb/10GBASEX SFP+ ports integrated power supply and fans ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
17405	Summit	X6208t2xBase	X620 8 100Mb/1Gb/10GBASET with EEE and 2 100Mb/1Gb/10GBASEX SFP+ ports integrated power supply and fans ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17431	Summit	X620 Edge to Adv Edge License	ExtremeXOS Advanced Edge License for X620	Software Warranty	
17433	Summit	X620 Multimedia(AVB) FeaturePck	ExtremeXOS AVB (Audio Video Bridging) Feature Pack for X620	Software Warranty	
17434	Summit	X620 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for X620	Software Warranty	
17435	Smart OmniEdge Switching	X620 EXOS MACsec Feature Pack	ExtremeSwitching X620 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17701	Summit	Summit X77032qFBAC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC power supplies 5 FronttoBack airflow fan modules	1 Year Warranty	
17702	Summit	Summit X77032qBFAC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W AC power supplies 5 BacktoFront airflow fan modules	1 Year Warranty	
17703	Summit	Summit X77032qFBDC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC	1 Year Warranty	

			power supplies 5 FronttoBack airflow fan modules		
17704	Summit	Summit X77032qBFDC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies 5 BacktoFront airflow fan modules	1 Year Warranty	
17705	Summit	Summit X77032qFBMIX	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 1 FronttoBack 550W AC power supply 1 FronttoBack 550W DC power supply 5 FronttoBack airflow fan modules	1 Year Warranty	
17706	Summit	Summit X77032qBFMIX	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 1 BacktoFront 550W AC power suppy 1 BacktoFront 550W DC power suppy 5 BacktoFront airflow fan modules	1 Year Warranty	
17725	Summit	Summit X770 Series Core License	ExtremeXOS Core License Summit X770 Series	Software Warranty	
17726	Summit	Summit X770 MPLS Feature Pck	ExtremeXOS MPLS Feature Pack for Summit X770 series switches	Software Warranty	
17727	Summit	Summit X770 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X770 series switches	Software Warranty	
17728	Summit	X770 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X770 series switches	Software Warranty	

17729	Summit	Summit X770 Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for Summit X770 enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	
17800	Summit	X87032cBase	X87032c Base unit 32 10Gb/25Gb/40Gb/50Gb/100Gb QSFP28 ports unpopulated ExtremeXOS Advanced Edge License 2 unpopulated power supply slots 6 unpopulated fan module slots	1 Year Warranty	
17810	Summit	X87096x8cBase	X87096x8c Base unit 96 10Gb ports on 24 QSFP28 ports unpopulated 8 10Gb/25Gb/40Gb/50Gb/100Gb QSFP28 ports unpopulated ExtremeXOS Advanced Edge License 2 unpopulated power supply slots 6 unpopulated fan module slots	1 Year Warranty	
17825	Summit	X870 Core License	ExtremeXOS X870 Series Core License	Software Warranty	
17826	Summit	X870 Openflow License	ExtremeXOS X870 OpenFlow Feature Pack	Software Warranty	
17828	Summit	X870 MPLS License	ExtremeXOS X870 MPLS License	Software Warranty	
17830	Summit	X87096x8c 6 port Speed Lic	ExtremeXOS X87096x8c Port Speed License upgrades 6 ports to 10Gb/25Gb/40Gb/50Gb/100Gb support	Software Warranty	
18001	Wireless	16502 X4408P 15761 AP4511 US06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18002	Wireless	16502 X4408P 15762 AP4511 WW06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6	Limited Lifetime Warranty	06/30/2020

			Altitude 4511 AP Worldwide regulatory domain	with express Advanced Hardware Replacement	
18003	Wireless	16504 X44024P 15761 AP4511 US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18004	Wireless	16504 X44024P 15762 AP4511 WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18005	Wireless	16504 X44024P 15783 AP4021i US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18006	Wireless	16504 X44024P 15784 AP4021i WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18007	Wireless	16504 X44024P 15785 AP4021e US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP	Limited Lifetime Warranty with	06/30/2020

			including Qty 48 Antennas US regulatory domain	express Advanced Hardware Replacement	
18008	Wireless	16504 X44024P 15788 AP4021e WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP including Qty 48 Antennas Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18009	Wireless	16506 X44048P 15761 AP4511 US12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18010	Wireless	16506 X44048P 15762 AP4511 WW12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18011	Wireless	16506 X44048P 15764 AP4532i US6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18012	Wireless	16506 X44048P 15765 AP4532i WW6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP	Limited Lifetime Warranty with express	06/30/2020

			Worldwide regulatory domain	Advanced Hardware Replacement	
18013	Wireless	16506 X44048P 15767 AP4532e US6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18014	Wireless	16506 X44048P 15768 AP4532e WW6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18015	Wireless	16502 X4408P 15782 AP4511 EU06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18016	Wireless	16504 X44024P 15782 AP4511 EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18017	Wireless	16504 X44024P 15804 AP4021i EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced	06/30/2020

				Hardware Replacement	
18018	Wireless	16504 X44024P 15808 AP4021e EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP including Qty 48 Antennas European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18019	Wireless	16506 X44048P 15782 AP4511 EU12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18020	Wireless	16506 X44048P 15798 AP4532i EU6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18021	Wireless	16506 X44048P 15799 AP4532e EU6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18101	VPE	V40024t10GE2	V400 Series 24 10/100/1000BASET 2 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fan	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
18102	VPE	V40024p10GE2	V400 Series 24 10/100/1000BASET PoE+ 2 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18103	VPE	V40048t10GE4	V400 Series 48 10/100/1000BASET 4 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fan	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18104	VPE	V40048p10GE4	V400 Series 48 10/100/1000BASET PoE+ 4 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18201	VPE	VXRPSCH3	VX 3 Slot Redundant Power Supply Shelf	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18202	VPE	VXRPS1000	VX 1000W Redundant Power Supply	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
27001	Network Management	ECASW	ExtremeManagement ExtremeControl ExtremeAnalytics Subscription License. Requires associated service for each managed network device and/or user.	Software Warranty	
30135	IdentiFi Wireless	WSC35 WIRELESS APPLIANCE	WSC35 WLAN Appliance. Manages 50 Access Points expandable to 125 in 1 or 16 AP increments. Requires Regulatory Domain Key	1 Year Warranty	
30136	IdentiFi Wireless	WSC5215 WLAN CONTROLLER	WSC5215 WLAN Appliance. Manages 100 Access Points expandable to 1000 in 25 or 100 AP increments. Requires Regulatory Domain Key.	1 Year Warranty	
30137	IdentiFi Wireless	E1120	ExtremeCloud Appliance E1120 expandable to 125 APs/Defenders and 50 Switches (Requires Separate Activation Key)	1 Year Warranty	
30138	IdentiFi Wireless	E2120	ExtremeCloud Appliance E2120 expandable to 2000 APs/Defenders and 800 Switches (Requires Separate Activation Key)	1 Year Warranty	
30139	Smart OmniEdge Wireless	E3120	ExtremeCloud Appliance E3120 expandable to 5000 APs/Defenders and 1000 Switches (Requires Separate Activation Key)	1 Year Warranty	
30311	IdentiFi Wireless	WSREG10PFCC	V10 Regulatory Domain Key for FCC domain (For following countries US Puerto Rico Colombia). Enables WLAN appliances and access points with appropriate RF settings for the country.	Software Warranty	

30312	IdentiFi Wireless	WSREG10PROW	V10 Regulatory Domain Key for ROW domain (For Rest of World). Enables WLAN appliances and access points with appropriate RF settings for the country.	Software Warranty	
30313	IdentiFi Wireless	WSV211010FCC	V2110 V10 Virtual Wireless Appliance for FCC domain (For following countries US Puerto Rico Colombia). Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30314	IdentiFi Wireless	WSV211010ROW	V2110 V10 Virtual Wireless Appliance for ROW regulatory domain (For Rest of World). Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30315	IdentiFi Wireless	WSREG10PBASE	V10 Base Key to be used with appliances managing 3900 series or higher series access points. Enables WLAN appliances and access points with appropriate RF settings for the country	Software Warranty	
30316	IdentiFi Wireless	WSV211010BASE	V10 Base Key to be used with V2110 virtual appliance managing 3900 series or higher series access points. Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30320	IdentiFi Wireless	ExtremeWireless V2110 V10 Reg Key EGYPT	PRDVEGY ExtremeWireless V10 Regulatory Key for	Software Warranty	

			V2110 Virtual Appliances for Egypt		
30321	IdentiFi Wireless	ExtremeWireless V10 Reg Key EGYPT	PRDKEGY ExtremeWireless V10 Regulatory Key for Hardware Appliances for Egypt	Software Warranty	
30323	IdentiFi Wireless	Activation Key (V4)	ExtremeCloud Appliance Physical Appliance V4 Activation Key	Software Warranty	
30324	IdentiFi Wireless	Activation Key (V4) Virtual	ExtremeCloud Virtual Appliance Activation Key (Except Egypt). Applies to VE6120 or VE6125. Activation capacity purchased separately.	Software Warranty	
30325	IdentiFi Wireless	Activation Key (V4) for Egypt	ExtremeCloud Appliance Physical Appliance V4 Activation Key for EGYPT ONLY	Software Warranty	
30326	IdentiFi Wireless	Activation Key (V4) Virtual EGY	ExtremeCloud Virtual Appliance Activation Key for Egypt. Applies to VE6120 or VE6125. Activation capacity purchased separately.	Software Warranty	
30327	IdentiFi Wireless	5 Device Adoption	ExtremeCloud Appliance 5 Device Adoption License (Requires Subscription Purchase 9700330327 or 9560330327)	Software Warranty	
30328	IdentiFi Wireless	25 Device Adoption	ExtremeCloud Appliance 25 Device Adoption License (Requires Subscription Purchase 9700330328 or 9560330328)	Software Warranty	
30329	IdentiFi Wireless	100 Device Adoption	ExtremeCloud Appliance 100 Device Adoption License (Requires Subscription Purchase 9700330329 or 9560330329)	Software Warranty	
30330	IdentiFi Wireless	500 Device Adoption	ExtremeCloud Appliance 500 Device Adoption	Software Warranty	

			License (Requires Subscription Purchase 9700330330 or 9560330330)		
30331	IdentiFi Wireless	2000 Device Adoption	ExtremeCloud Appliance 2000 Device Adoption License (Requires Subscription Purchase 9700330331 or 9560330331)	Software Warranty	
30350	IdentiFi Wireless	XCA 5 Dev Adoption Perm License	ExtremeCloud Appliance 5 device permanent adoption license	Software Warranty	
30351	IdentiFi Wireless	XCA 25 Dev Adoption Perm License	ExtremeCloud Appliance 25 device permanent adoption license	Software Warranty	
30352	IdentiFi Wireless	XCA 100 Dev Adoption Perm License	ExtremeCloud Appliance 100 device permanent adoption license	Software Warranty	
30353	IdentiFi Wireless	XCA 500 Dev Adoption Perm License	ExtremeCloud Appliance 500 device permanent adoption license	Software Warranty	
30354	IdentiFi Wireless	XCA 2000 Dev Adoption Perm License	ExtremeCloud Appliance 2000 device permanent adoption license	Software Warranty	
30512	WiNG Wireless	WSPSI12VMR2 12V PWR SPLY	Multi region 12V Indoor External Power Supply	1 Year Warranty Wing	
30513	IdentiFi Wireless	WSMBIWALL03 WALL MTG BRKT	Indoor wall mounting bracket for AP3935i/e	1 Year Warranty	
30514	WiNG Wireless	WSMBOART01 Articulating Mtg Brkt	Outdoor articulating mounting bracket for AP3965i/e	1 Year Warranty	
30515	IdentiFi Wireless	WSMBWALLEXT01	Wall mounting bracket extension for indoor and outdoor directional service antennas	1 Year Warranty	
30516	WiNG Wireless	WSMBIWALL04 Wall Mtg Brkt	Indoor wall mounting bracket for AP3916ic	1 Year Warranty	
30517	WiNG Wireless	WSEIO01 AP Enclosure	Indoor/Outdoor AP enclosure for underseat install	1 Year Warranty	
30518	WiNG Wireless	WSMBIDCMTR01	Drop Ceiling MultiT Rail Bracket. Accommodates 9/16 15/16 and 1.5 wide Tbars	1 Year Warranty	

30519	WiNG Wireless	WSMBOH01 HTYPE MTG BRKT	Outdoor HType mounting bracket for AP3917i/e or AP 7662 i/e	1 Year Warranty	
30520	WiNG Wireless	WSMBOPOLE01 POLE MTG BRKT	Outdoor Pole mounting bracket for AP3917i/e or AP 7662 i/e	1 Year Warranty	
30521	IdentiFi Wireless	WSMBIWALL05 DESK MTG BRKT	Wall and Desk offset mounting bracket for AP3912i	1 Year Warranty	
30522	IdentiFi Wireless	WSPSI750W01	750W redundant power supply for network appliances (validate supported model numbers before ordering)	1 Year Warranty	
30524	WiNG Wireless	WSEIO02 Silicone Rubber Kit	Silicone Rubber Chamfer Gasket Kit for WSEIO01 AP Enclosure	1 Year Warranty	
30525	WiNG Wireless	WSCABRJ45FLT01	300mm Ethernet extension cable with RJ45 receptaclefor AP3915i or WSMBIWALL05	1 Year Warranty	
30527	Smart OmniEdge Wireless	WSPSI1100W01	1100W Redundant Power Supply for E3120	1 Year Warranty	
30702	IdentiFi Wireless	WSAIDQ05120 5DBI 120DEG SECTOR	Indoor 2.32.7/4.96.1GHz 4feed 5dBi 120 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30703	IdentiFi Wireless	WSAI5Q04060 4dbi 60deg Sector	Indoor 4.96.1GHz 4feed 4dBi 60 degree sector antenna with standard RPSMAtype plug	1 Year Warranty	
30704	IdentiFi Wireless	WSAI2Q05060 5dbi 60deg Sector	Indoor 2.32.7GHz 4feed 5dBi 60 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30705	IdentiFi Wireless	WSAIDE07025 6.5/5DBI 25DEG SECTOR	Indoor 2.4GHz/5GHz eight feed 6.5/5.5dBi 25 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30706	IdentiFi Wireless	WSAI5Q05025 5DBI 25DEG SECTOR	Indoor 5GHz four feed 5dBi 25 degree sector	1 Year Warranty	

			antenna with RPSMAtype plug connector		
30707	IdentiFi Wireless	WSAIDE10055 10/6DBI 55DEG SECTOR	Indoor 2.4GHz/5GHz eight feed 10/6dBi 55 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30709	IdentiFi Wireless	WSANT2DIP4 DIPOLE	Indoor 2.4GHz dipole antenna (4pack)	1 Year Warranty	
30710	IdentiFi Wireless	WSANT5DIP4 DIPOLE	Indoor 5GHz dipole antenna(4pack)	1 Year Warranty	
30711	IdentiFi Wireless	WSAODQ05120N 5DBI 120DEG SECTOR	Outdoor 2.32.7/4.96.1GHz 4feed 5dBi 120 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30712	IdentiFi Wireless	WSAO5Q04060N 4dBi 60deg Sector	Outdoor 4.96.1GHz 4feed 4dBi 60 degree sector antenna with standard Ntype plug	1 Year Warranty	
30713	IdentiFi Wireless	WSAO2Q05060N 5dbi 60deg Sector	Outdoor 2.32.7GHz 4feed 5dBi 60 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30714	IdentiFi Wireless	WSAODE07025N 6.5/5DBI 25DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 6.5/5.5dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30715	IdentiFi Wireless	WSAODE13025N 13/11DBI 25DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 13/11dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30716	IdentiFi Wireless	WSAO5Q05025N 5DBI 25DEG SECTOR	Outdoor 5GHz four feed 5dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30717	IdentiFi Wireless	WSAO5Q11025N 11DBI 25DEG SECTOR	Outdoor 5GHz four feed 11 dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30718	IdentiFi Wireless	WSAODE10055N 10/6DBI 55DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 10/6dBi 55 degree sector antenna with	1 Year Warranty	

			standard Ntype plug connector		
30720	IdentiFi Wireless	WSAODE07100N 7dbi 100deg Panel	Outdoor 2.42.5/5.155.875GHz Eightfeed 7dBi 100 degree panel antenna with standard Ntype plug connector	1 Year Warranty	
30724	WiNG Wireless	WSAODQ04360N 4DBI OMNI	Outdoor 2.42.5/5.155.875GHz 4dBi Omni antenna with standard Ntype plug connector	1 Year Warranty	
30912	IdentiFi Wireless	WSAP3805iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 1 access point with four internal antenna array. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
30913	IdentiFi Wireless	WSAP3805iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 1 access point with four internal antenna array. Not available in the US Puerto Rico nor Colombia verify country availability before ordering	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
31012	IdentiFi Wireless	WSAP3935iFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31013	IdentiFi Wireless	WSAP3935iROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight	Limited Lifetime Warranty with	

			internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	express Advanced Hardware Replacement-2	
31014	IdentiFi Wireless	WSAP3935eFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight reverse polarity SMA connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31015	IdentiFi Wireless	WSAP3935eROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight reverse polarity SMA connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31016	IdentiFi Wireless	WSAP3965iFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	1 Year Warranty	
31017	IdentiFi Wireless	WSAP3965iROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight	1 Year Warranty	

			internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World		
31018	IdentiFi Wireless	WSAP3965eFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight Ntype jack connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	1 Year Warranty	
31019	IdentiFi Wireless	WSAP3965eROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight Ntype jack connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	1 Year Warranty	
31020	IdentiFi Wireless	WSAP3935iIL	ExtremeWireless Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Israel	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31025	IdentiFi Wireless	WSAP3912iFCC	Wallplate Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array. Available in the US	Limited Lifetime Warranty with express Advanced Hardware	

			Puerto Rico and Colombia.	Replacement-2	
31026	IdentiFi Wireless	WSAP3912iROW	Wallplate Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array. Verify country availability before ordering not available in the US Puerto Rico nor Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31028	IdentiFi Wireless	WSAP3915iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31029	IdentiFi Wireless	WSAP3915iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in the US Puerto Rico nor Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31031	IdentiFi Wireless	WSAP3915eFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with three external antenna ports and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31032	IdentiFi Wireless	WSAP3915eROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point w/ 3	Limited Lifetime Warranty with	

			external antenna ports integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in US Puerto Rico or Columbia.	express Advanced Hardware Replacement-2	
31034	IdentiFi Wireless	WSAP3916icFCC	AP + Video Camera Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31035	IdentiFi Wireless	WSAP3916icROW	AP + Video Camera Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in the US Puerto Rico nor Colombia.	1 Year Warranty	
31050	IdentiFi Wireless	WSAP3917iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four internal antenna array. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31051	IdentiFi Wireless	WSAP3917iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four internal antenna array. Verify country availability before ordering not available in	1 Year Warranty	

			the US Puerto Rico Colombia nor Israel.		
31055	IdentiFi Wireless	WSAP3917eFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four external antenna ports. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31056	IdentiFi Wireless	WSAP3917eROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four external antenna ports. Verify country availability before ordering not available in the US Puerto Rico Colombia nor Israel.	1 Year Warranty	
32216	WiNG Wireless	WSMBVVMM Vehicle Bracket	Vehicle Mounted Modem Bracket	1 Year Warranty	
36502	Smart OmniEdge Wireless	LBSBLE2AP	Bluetooth beacon 2alkaline batteries fully provisioned	No Warranty	
36504	Smart OmniEdge Wireless	LBSBLE2LP	Bluetooth beacon 2lithium batteries fully provisioned	No Warranty	
36506	Smart OmniEdge Wireless	LBSBLE4AP	Bluetooth beacon 4 alkaline batteries fully provisioned	No Warranty	
36508	Smart OmniEdge Wireless	LBSBLE4LP	Bluetooth beacon 4 lithium batteries fully provisioned	No Warranty	
36510	Smart OmniEdge Wireless	LBSBLEUSBP	Bluetooth beacon USB fully provisioned	No Warranty	
36511	Smart OmniEdge Wireless	LBSBLE2AU8	Bluetooth beacon 2alkaline batteries not provisioned (8Pack)	No Warranty	
36513	Smart OmniEdge Wireless	LBSBLE2LU8	Bluetooth beacon 2lithium batteries not provisioned (8Pack)	No Warranty	

36515	Smart OmniEdge Wireless	LBSBLE4AU8	Bluetooth beacon 4 alkaline batteries not provisioned (8Pack)	No Warranty	
36517	Smart OmniEdge Wireless	LBSBLE4LU8	Bluetooth beacon 4 lithium batteries not provisioned (8Pack)	No Warranty	
36519	Smart OmniEdge Wireless	LBSBLEUSBU100	Bluetooth beacon USB not provisioned (100Pack)	No Warranty	
37101	WiNG Wireless	AP7612680B30US	802.11ac Wallplate Wedge MUMIMO 2x22 Dual radio internal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37102	WiNG Wireless	AP7612680B30WR	802.11ac Wallpate Wedge MUMIMO 2x22 Dual radio internal antenna Domain Canada Colombia EMEA Rest of World	Limited Lifetime Warranty Wing	
37103	WiNG Wireless	AP7612680B30EG	WiNG 802.11ac Wallpate Wedge Wave 2 2x22 Dual radio internal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37111	WiNG Wireless	AP7632680B30US	WiNG 802.11ac Indoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37112	WiNG Wireless	AP7632680B30WR	WiNG 802.11ac Indoor Wave 2MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna Domain Canada Colombia EMEA Rest of World	Limited Lifetime Warranty Wing	
37113	WiNG Wireless	AP7632680B40US	WiNG 802.11ac Indoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37114	WiNG Wireless	AP7632680B40WR	WiNG 802.11ac Indoor Wave 2MUMIMO Access	Limited Lifetime	

			Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Canada Colombia EMEA Rest of World	Warranty Wing	
37115	WiNG Wireless	AP7632680B30EG	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37116	WiNG Wireless	AP7632680B40EG	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37117	WiNG Wireless	AP7632680B30IL	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain Israel	Limited Lifetime Warranty Wing	
37121	WiNG Wireless	AP7662680B30US	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain United States Puerto Rico	1 Year Warranty Wing	
37122	WiNG Wireless	AP7662680B30WR	WiNG 802.11ac Outdoor Wave 2MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna DomainCanada Colombia EMEA Rest of World	1 Year Warranty Wing	
37123	WiNG Wireless	AP7662680B40US	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain United States Puerto Rico	1 Year Warranty Wing	
37124	WiNG Wireless	AP7662680B40WR	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal	1 Year Warranty Wing	

			antenna Domain Colombia EMEA Rest of World		
37129	WiNG Wireless	AP7662680B40EG	WiNG 802.11ac Outdoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Egypt	1 Year Warranty Wing	
37130	WiNG Wireless	AP7662680B30IL	WiNG 802.11ac Outdoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgn Internal antenna Domain Israel	1 Year Warranty Wing	
37201	WiNG Wireless	Mounting Plate for Indoor APs	Mounting Plate for Indoor APs	1 Month Warranty Wing	
37210	WiNG Wireless	Flat Metal Indoor Bracket	Flat Metal Indoor Bracket	1 Month Warranty Wing	
37211	WiNG Wireless	WSMBIDCFLUSH	Drop Ceiling Flat Tile Tbar Bracket. Accommodates 9/16 15/16 and 1.5 wide Tbars	1 Month Warranty Wing	
37215	WiNG Wireless	PWR 12VDC 2A 2.5mm x 5.5mm connector	PWR 12VDC 2A 2.5mm x 5.5mm connector. Global AC plugs included	1 Month Warranty Wing	
37219	Smart OmniEdge Wireless	PWR 12VDC 3A 2.5mm x 5.5mm connector	PWR 12VDC 3A 2.5mm x 5.5mm connector. Global AC plugs included	1 Year Warranty	
37421	WiNG Wireless	EGuestLIC1AP	ExtremeGuest Analytics License for 1AP	Software Warranty	
37422	WiNG Wireless	EGuestLIC5AP	ExtremeGuest Analytics License for 5APs	Software Warranty	
37423	WiNG Wireless	EGuestLIC10AP	ExtremeGuest Analytics License for 10APs	Software Warranty	
37424	WiNG Wireless	EGuestLIC50AP	ExtremeGuest Analytics License for 50APs	Software Warranty	
37425	WiNG Wireless	EGuestLIC100AP	ExtremeGuest Analytics License for 100APs	Software Warranty	
37426	WiNG Wireless	EGuestLIC500AP	ExtremeGuest Analytics License for 500APs	Software Warranty	
37427	WiNG Wireless	EGuestLIC1000AP	ExtremeGuest Analytics License for 1000APs	Software Warranty	
37428	WiNG Wireless	EGuestLIC2000AP	ExtremeGuest Analytics License for 2000APs	Software Warranty	

39016	Subscription	Cloud WLAN Mgmt FCC Reg Domain	Cloud WLAN V10 Subscription Licenses for Management Control and BYOD FCC Regulatory Domain (Used for Mixed 37XX/38XX/39XX Deployments Restricted to Qualified Partners)	Software Warranty	
39017	Subscription	Cloud WLAN Mgmt ROW Domain	Cloud WLAN V10 Subscription Licenses for Management Control and BYOD ROW Regulatory Domain (Used for Mixed 37XX/38XX/39XX Deployments Restricted to Qualified Partners)	Software Warranty	
39018	Subscription	Cloud WLAN Mgmt Base	Cloud WLAN V10 Base Subscription Licenses for Management Control and BYOD Worldwide (Only used with 39XX deployments Restricted to Qualified Partners)	Software Warranty	
39021	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle FCC	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for US Puerto Rico and Colombia	1 Year Warranty	12/30/2024
39022	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle EU	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for the European Union (EU)	1 Year Warranty	07/25/2023
39023	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle ROW	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for Rest of World including EMEA	1 Year Warranty	12/30/2024
39031	IdentiFi Wireless	WSAP3805i2x1	Limited time 2 for 1 promotion for the AP3805i (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023

39032	IdentiFi Wireless	WSAP3825i2x1	Limited time 2 for 1 promotion for the AP3825i (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
39033	IdentiFi Wireless	WSAP3805iFCC2x1	Limited time 2 for 1 promotion for the AP3805iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/20/2023
39034	IdentiFi Wireless	WSAP3805iROW2x1	Limited time 2 for 1 promotion for the AP3805iROW (not available for the US Puerto Rico nor Colombia verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
39035	IdentiFi Wireless	WSAP3865e2x1	Limited time 2 for 1 promotion for the AP3865e (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2023
39036	IdentiFi Wireless	WSAP3912iFCC2x1	Limited time 2 for 1 promotion for the AP3912iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/28/2024

39037	IdentiFi Wireless	WSAP3912iROW2x1	Limited time 2 for 1 promotion for the AP3912iROW (Not available in FCC region verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/28/2024
39038	IdentiFi Wireless	WSAP3935iFCC2x1	Limited time 2 for 1 promotion for the AP3935iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/28/2023
39039	IdentiFi Wireless	WSAP3935iROW2x1	Limited time 2 for 1 promotion for the AP3935iROW (not available for the US Puerto Rico nor Colombia verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/28/2023
39505	Smart OmniEdge Wireless	SA201	Defender Adapter 201 with two 10/100/1000 BASET ports (1 network port and 1 device port) power from POE/POE+ optional power adapter sold separately. Verify country availability before ordering.	1 Year Warranty	
39521	Smart OmniEdge Applications	Defender Lic for 10 End Systems	Defender License for 10 Protected End Systems	Software Warranty	
39522	Smart OmniEdge Applications	Defender Lic for 100 End Systems	Defender License for 100 Protected End Systems	Software Warranty	

39523	Smart OmniEdge Applications	Defender Lic for 1000 End Systems	Defender License for 1000 Protected End Systems	Software Warranty	
39524	Smart OmniEdge Applications	Defender Lic for 5000 End Systems	Defender License for 5000 Protected End Systems	Software Warranty	
39525	Smart OmniEdge Applications	Defender Lic for 10000 End Systems	Defender License for 10000 Protected End Systems	Software Warranty	
41011	BD 8K	BD 8810 10 Slot Chassis	BlackDiamond 8810 10Slot Chassis (Includes Fan Tray)	1 Year Warranty	06/30/2023
41012	BD 8K	BD 8806 6Slot Chassis	Black Diamond 8806 6Slot Chassis (Includes Fan Tray)	1 Year Warranty	06/30/2023
41050	BD 8K	BD 8806 600W/900W PSU	BD 8806 600W/900W 100240V PSU	1 Year Warranty	06/30/2023
41114	BD 8K	BD 8806 AC PSU Cover	BlackDiamond 8806 PSU cover (includes power cord retainer bracket)	1 Year Warranty	06/30/2023
41115	BD 8K	BD 8810 AC PSU Cover	BlackDiamond 8810 PSU cover (includes power cord retainer bracket)	1 Year Warranty	06/30/2023
41121	BD 8K	BD 8800 / BD 12800 Spare Blank Panel	BlackDiamond 12K / BlackDiamond 8800 Spare Blank Panel	1 Year Warranty	06/30/2023
41141	BD 8K	BD 8810 Mid Mount Kit	BlackDiamond 8810 Mid Mount Kit	1 Year Warranty	06/30/2023
41151	BD 8K	BD Cable Management Clip Kit	BlackDiamond Cable Management Clip Kit	1 Year Warranty	06/30/2023
41213	BD 8K	BD 8800 MSM48c	BlackDiamond 8800 Management Switch Module optional I/O port	1 Year Warranty	06/30/2023
41216	BD 8K	BD 8800MSM96	Management Switch Module	1 Year Warranty	06/30/2023
41231	BD 8K	BD 8900MSM128	Management Switch Module	1 Year Warranty	06/30/2023
41251	BD 8K	BD 8500MSM24	Management Switch Module	Limited Lifetime Warranty with express Advanced	03/04/2020

				Hardware Replacement	
41312	BD 8K	BD 8800 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for BlackDiamond 8800 series switches requires MSM128 8900XL interface modules and ExtremeXOS 12.5 (or greater)	Software Warranty	06/30/2023
41314	BD 8K	BD 8800 Core License	BlackDiamond 8800 ExtremeXOS Core Software Upgrade OpenFlow Feature Pack	Software Warranty	06/30/2023
41516	BD 8K	BD 8800 G48Te2	BlackDiamond 8800 48port 10/100/1000BASET RJ45 edge optional POE card	1 Year Warranty	06/30/2023
41517	BD 8K	BD 8800 G48Tc	BlackDiamond 8800 48port 10/100/1000BASET RJ45 optional POE card	1 Year Warranty	06/30/2023
41521	BD 8K	BD 8900G48Xxl	48port 1000BASEX SFP	1 Year Warranty	06/30/2023
41531	BD 8K	BD 8900G48Txl	48port 10/100/1000BASET RJ45	1 Year Warranty	06/30/2023
41532	BD 8K	BD 8900G96Tc	96port 10/100/1000BASET MRJ21	1 Year Warranty	06/30/2023
41543	BD 8K	BD 8800 G24Xc	BlackDiamond 8800 24port 1000BASEX miniGBIC	1 Year Warranty	06/30/2023
41544	BD 8K	BD 8800 G48Xc	BlackDiamond 8800 48port 1000BASEX miniGBIC	1 Year Warranty	06/30/2023
41561	BD 8K	BD 8500G24Xe	24port 1000BASEX SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/04/2020

41614	BD 8K	BD 8800 10G4Xc	BlackDiamond 8800 4port 10GBASEXFP	1 Year Warranty	06/30/2023
41615	BD 8K	BD 8800 10G8Xc	BlackDiamond 8800 8port 10GBASEXFP	1 Year Warranty	06/30/2023
41631	BD 8K	BD 890010G8Xxl	8port 10GBASEX XFP	1 Year Warranty	06/30/2023
41711	BD 8K	BD 890040G6Xxm	BlackDiamond 8900xm 6port 40GBASEX QSFP+ Module	1 Year Warranty	06/30/2023
41811	BD 8K	BD 8800 SPOE	BlackDiamond 8800 POE Card (addon module for 8800 G48Tc 8800 G48Te2 and 8500G48Te)	1 Year Warranty	06/30/2023
41821	BD 8K	BD 8800 SG8Xc	BlackDiamond 8800 8port 1G SFP card (addon module for MSM48c)	1 Year Warranty	06/30/2023
41822	BD 8K	BD 8800 S10G1Xc	BlackDiamond 8800 1port 10G XFP card (addon module for MSM48c)	1 Year Warranty	06/30/2023
41823	BD 8K	BD 8800 S10G2Xc	BlackDiamond 8800 2port 10GBASEX SFP+ card (addon module for MSM24 MSM48c and MSM128)	1 Year Warranty	06/30/2023
48001	BD X	BDX8AC	BlackDiamond X8 Series chassis with 8 I/O slots. Chassis includes 5 Fan Trays. Power Supplies or Blank Panels are not included.	1 Year Warranty	06/30/2023
48011	BD X	BDXPSUAC2500	2500W AC Power Supply for BlackDiamond X series chassis. Up to 8 supported in the BDX8 chassis.	1 Year Warranty	06/30/2023
48015	BD X	BDX8FAN	Fan Tray for BlackDiamond X8 chassis spare. 5 fan trays required in the system.	1 Year Warranty	06/30/2023
48018	BD X	BDXIOBLANKE	Enhanced Blank Panel for BlackDiamond X series chassis for empty I/O module slot	1 Year Warranty	06/30/2023
48020	BD X	BDX8MMK	Mid Mount Kit for BlackDiamond X8 chassis	1 Year Warranty	06/30/2023

48021	BD X	BDXMM1	Management Module 1 for BlackDiamond X series chassis. 2 modules required for 1+1 redundancy.	1 Year Warranty	06/30/2023
48031	BD X	BDXAFM20T	5.12Tbps Fabric Module for BlackDiamond X chassis. Minimum 3 modules required for wirespeed performance 4 required for N+1 redundancy supporting full 20Tbps.	1 Year Warranty	06/30/2023
48032	BD X	BDXAFM10T	2.56Tbps Fabric Module for BlackDiamond X chassis. Minimum 3 modules required for wirespeed performance 4 required for N+1 redundancy supporting full 10Tbps.	1 Year Warranty	06/30/2023
48038	BD X	BDXAG48T	48Port 1GBASET RJ45 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed 100/1000MbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.	1 Year Warranty	06/30/2023
48039	BD X	BDXAG48X	48Port 1GBASEX SFP module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed GbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.	1 Year Warranty	06/30/2023
48040	BD X	BDXA10G48T	48Port 10GBASET RJ45 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis	1 Year Warranty	06/30/2023

			support up to 384 wirespeed 10GbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.		
48041	BD X	BDXA10G48X	48Port 10GBASEX SFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Optics and cables are not included.	1 Year Warranty	06/30/2023
48046	BD X	BDXA40G12X	12port 40GBASEX QSFP+ module for BlackDiamond X series chassis	1 Year Warranty	06/30/2023
48047	BD X	BDXB40G12XXL	12Port 40GBASEX XL QSFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 96 wirespeed 40GbE or 384 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Licenses optics and cables are not included.	1 Year Warranty	06/30/2023
48051	BD X	BDXA40G24X	24Port 40GBASEX QSFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 192 wirespeed 40GbE or 768 wirespeed 10GbE ports and only work with 5.12Tbps Fabric Module. Optics and cables are not included.	1 Year Warranty	06/30/2023

48061	BD X	BDXB100G4X	4Port 100GBASEX CFP2 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 32 wirespeed 100GbE or 320 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Optics and cables are not included.	1 Year Warranty	06/30/2023
48062	BD X	BDXB100G4XXL	4Port 100GBASEX XL CFP2 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 32 wirespeed 100GbE or 320 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Licenses optics and cables are not included.	1 Year Warranty	06/30/2023
48093	BD X	BDXMPLSLIC	MPLS Feature Pack license for the BlackDiamond X8 chassis	Software Warranty	06/30/2023
48094	BD X	BDXCORELIC	Core license for the BlackDiamond X8 chassis for scalable Layer 3 rich applications OpenFlow Feature Pack	Software Warranty	06/30/2023
60020	BD 8K	700W/1200W 100240V PSU	700W/1200W 100240VAC Power Supply Unit	1 Year Warranty	06/30/2023
60021	BD 8K	1200W 48V DC PSU	1200W 48V DC Power Supply Unit	1 Year Warranty	06/30/2023
65046	BD 8K	BD 8806 / BD 12804 Mid Mount Kit	BlackDiamond 8806 / BlackDiamond 12804 Mid Mount Kit	1 Year Warranty	06/30/2023
85108	Network Management	INFO GOVERNANCE ENGINE UP TO 10 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE	Software Warranty	

			SOLUTION UP TO 10 DEVICES		
85109	Network Management	INFO GOVERNANCE ENGINE UP TO 25 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 25 DEVICES	Software Warranty	
85110	Network Management	INFO GOVERNANCE ENGINE UP TO 50 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 50 DEVICES	Software Warranty	
85111	Network Management	INFO GOVERNANCE ENGINE UP TO 100 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 100 DEVICES	Software Warranty	
85112	Network Management	INFO GOVERNANCE ENGINE UP TO 250 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 250 DEVICES	Software Warranty	
85113	Network Management	INFO GOVERNANCE ENGINE UP TO 500 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 500 DEVICES	Software Warranty	
85114	Network Management	INFO GOVERNANCE ENGINE U DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UNRESTRICTED	Software Warranty	
85115	Network Management	UPGRADE IGE10 TO IGE25	INFORMATION GOVERNANCE ENGINE UPGRADE IGE10 TO IGE25	Software Warranty	
85116	Network Management	UPGRADE IGE25 TO IGE50	INFORMATION GOVERNANCE ENGINE UPGRADE IGE25 TO IGE50	Software Warranty	

85117	Network Management	UPGRADE IGE50 TO IGE100	INFORMATION GOVERNANCE ENGINE UPGRADE IGE50 TO IGE100	Software Warranty	
85118	Network Management	UPGRADE IGE100 TO IGE250	INFORMATION GOVERNANCE ENGINE UPGRADE IGE100 TO IGE250	Software Warranty	
85119	Network Management	UPGRADE IGE250 TO IGE500	INFORMATION GOVERNANCE ENGINE UPGRADE IGE250 TO IGE500	Software Warranty	
85120	Network Management	UPGRADE IGE500 TO IGEU UNRESTRICTED	INFORMATION GOVERNANCE ENGINE UPGRADE IGE500 TO IGEU UNRESTRICTED	Software Warranty	
86100	Network Management	ExtremeManagement Appliance NMSA25	ExtremeManagement Appliance NMSA25 manages up to 5K Devices	1 Year Warranty	
86101	Network Management	ExtremeManagement Appliance NMSA305	ExtremeManagement Appliance NMSA305 manages up to 10K Devices	1 Year Warranty	
87100	NAC	ExtremeControl Appliance IAA25	ExtremeControl Appliance IAA25 up to 12K ES	1 Year Warranty	
87101	NAC	ExtremeControl Appliance IAA305	ExtremeControl Appliance IAA305 up to 24K ES	1 Year Warranty	
88100	AppID	ExtremeAnalytics Appliance PVA305	ExtremeAnalytics Appliance PVA305 up to 1.3M FPM	1 Year Warranty	
88201	AppID	EA 1k Client Lic	ExtremeAnalytics 1k Client license	Software Warranty	
88202	AppID	EA 3k Client Lic	ExtremeAnalytics 3k Client license	Software Warranty	
88203	AppID	EA 12k Client Lic	ExtremeAnalytics 12k Client license	Software Warranty	
88211	AppID	EA Virtual Sensor VS100 10 Instance Lic	ExtremeAnalytics Virtual Sensor VS100 10 Instance License	Software Warranty	
88212	AppID	EA Virtual Sensor VS250 10 Instance Lic	ExtremeAnalytics Virtual Sensor VS250 10 Instance License	Software Warranty	

89001	Security	LMG2AIOSTD	Extreme Log Management G2 ALLINONE Standard Appliance (Base 500 EPS)	1 Year Warranty	06/01/2020
89002	Security	LMG2AIOSTDHA	Extreme Log Management G2 ALLINONE Standard HA Appliance (Base 500 EPS)	1 Year Warranty	06/01/2020
89003	Security	LMG2AIOENT	Extreme Log Management G2 ALLINONE Enterprise Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89004	Security	LMG2AIOENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89005	Security	LMG2AIOENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89006	Security	LMG2AIOENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89007	Security	LMG2AIOVIR	Extreme Log Management G2 ALLINONE Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89008	Security	LMG2AIOVIRHA	Extreme Log Management G2 ALLINONE Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89009	Security	LMG2CONENT	Extreme Log Management G2 CONSOLE Enterprise Appliance	1 Year Warranty	06/01/2020
89010	Security	LMG2CONENTHA	Extreme Log Management G2 CONSOLE Enterprise HA Appliance	1 Year Warranty	06/01/2020

89011	Security	LMG2CONENTPL	Extreme Log Management G2 CONSOLE Enterprise Plus Appliance	1 Year Warranty	06/01/2020
89012	Security	LMG2CONENTPLHA	Extreme Log Management G2 CONSOLE Enterprise Plus HA Appliance	1 Year Warranty	06/01/2020
89013	Security	LMG2CONVIR	Extreme Log Management G2 CONSOLE Virtual	Software Warranty	06/01/2020
89014	Security	LMG2CONVIRHA	Extreme Log Management G2 CONSOLE Virtual HA	Software Warranty	06/01/2020
89015	Security	LMG2EVPENT	Extreme Log Management G2 EVP Enterprise Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89016	Security	LMG2EVPENTHA	Extreme Log Management G2 EVP Enterprise HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89017	Security	LMG2EVPENTPL	Extreme Log Management G2 EVP Enterprise Plus Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89018	Security	LMG2EVPENTPLHA	Extreme Log Management G2 EVP Enterprise Plus HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89019	Security	LMG2EVPVIR	Extreme Log Management G2 EVP Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89020	Security	LMG2EVPVIRHA	Extreme Log Management G2 EVP Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89021	Security	LMG2ADD100E	Extreme Log Management G2 EPS Increase 100 License	Software Warranty	06/01/2020
89022	Security	LMG2ADD100EHA	Extreme Log Management G2 EPS Increase 100 HA License	Software Warranty	06/01/2020
89023	Security	LMG2ADD0.51KE	Extreme Log Management G2 EPS	Software Warranty	06/01/2020

			Increase 500 to 1000 License		
89024	Security	LMG2ADD0.51KEHA	Extreme Log Management G2 EPS Increase 500 to 1000 HA License	Software Warranty	06/01/2020
89025	Security	LMG2ADD12.5KE	Extreme Log Management G2 EPS Increase 1000 to 2500 License	Software Warranty	06/01/2020
89026	Security	LMG2ADD12.5KEHA	Extreme Log Management G2 EPS Increase 1000 to 2500 HA License	Software Warranty	06/01/2020
89027	Security	LMG2ADD2.5KE	Extreme Log Management G2 EPS Increase 2500 License	Software Warranty	06/01/2020
89028	Security	LMG2ADD2.5KEHA	Extreme Log Management G2 EPS Increase 2500 HA License	Software Warranty	06/01/2020
89029	Security	LMG2CONUPENT	Extreme Log Management G2 ALLINONE Enterprise Upgrade to CONSOLE Enterprise	Software Warranty	06/01/2020
89030	Security	LMG2CONUPENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Upgrade to CONSOLE Enterprise HA	Software Warranty	06/01/2020
89031	Security	LMG2CONUPENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Upgrade to CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89032	Security	LMG2CONUPENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Upgrade to CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89033	Security	LMG2SIEMAIOUPSTD	Extreme Log Management G2 ALLINONE Standard	Software Warranty	06/01/2020

			Convert to SIEM ALLINONE Standard		
89034	Security	LMG2SIEMAIOUPSTDHA	Extreme Log Management G2 ALLINONE Standard HA Convert to SIEM ALLINONE Standard HA	Software Warranty	06/01/2020
89035	Security	LMG2SIEMAIOUPENT	Extreme Log Management G2 ALLINONE Enterprise Convert to SIEM ALLINONE Enterprise	Software Warranty	06/01/2020
89036	Security	LMG2SIEMAIOUPENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Convert to SIEM ALLINONE Enterprise HA	Software Warranty	06/01/2020
89037	Security	LMG2SIEMAIOUPENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Convert to SIEM ALLINONE Enterprise Plus	Software Warranty	06/01/2020
89038	Security	LMG2SIEMAIOUPENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Convert to SIEM ALLINONE Enterprise Plus HA	Software Warranty	06/01/2020
89039	Security	LMG2SIEMAIOUP1K2.5KE	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 1000 to 2500 License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89040	Security	LMG2SIEMAIOUP1K2.5KEHA	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 1000 to 2500 License HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020

89041	Security	LMG2SIEMAIOUP2.5KE	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 2500 SW License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89042	Security	LMG2SIEMAIOUP2.5KEHA	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 2500 SW HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89043	Security	LMG2SIEMCONUPENT	Extreme Log Management G2 CONSOLE Enterprise Convert to SIEM CONSOLE Enterprise	Software Warranty	06/01/2020
89044	Security	LMG2SIEMCONUPENTHA	Extreme Log Management G2 CONSOLE Enterprise HA Convert to SIEM CONSOLE Enterprise HA	Software Warranty	06/01/2020
89045	Security	LMG2SIEMCONUPENTPL	Extreme Log Management G2 CONSOLE Enterprise Plus Convert to SIEM CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89046	Security	LMG2SIEMCONUPENTPLHA	Extreme Log Management G2 CONSOLE Enterprise Plus HA Convert to SIEM CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89047	Security	LMG2SIEMEVPUPENT	Extreme Log Management G2 EVP Enterprise Convert to SIEM EVP Enterprise	Software Warranty	06/01/2020
89048	Security	LMG2SIEMEVPUPENTHA	Extreme Log Management G2 EVP Enterprise HA Convert to SIEM EVP Enterprise HA	Software Warranty	06/01/2020

89049	Security	LMG2SIEMEVPUPENTPL	Extreme Log Management G2 EVP Enterprise Plus Convert to SIEM EVP Enterprise Plus	Software Warranty	06/01/2020
89050	Security	LMG2SIEMEVPUPENTPLHA	Extreme Log Management G2 EVP Enterprise Plus HA Convert to SIEM EVP Enterprise Plus HA	Software Warranty	06/01/2020
89051	Security	LMG2SIEMEVPUP2.5KE	Extreme Log Management G2 EVP Convert to SIEM EVP EPS Increase 2500 SW License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89052	Security	LMG2SIEMEVPUP2.5KEHA	Extreme Log Management G2 EVP Convert to SIEM EVP EPS Increase 2500 SW HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89053	Security	LMG2LSADD50	Extreme Log Management G2 Log Source Increase 50	Software Warranty	06/01/2020
89054	Security	LMG2LSADD500	Extreme Log Management G2 Log Source Increase 500	Software Warranty	06/01/2020
89055	Security	LMG2LSADD1K	Extreme Log Management G2 Log Source Increase 1000	Software Warranty	06/01/2020
89056	Security	LMG2LSADD5K	Extreme Log Management G2 Log Source Increase 5000	Software Warranty	06/01/2020
89057	Security	LMG2LSADD10K	Extreme Log Management G2 Log Source Increase 10000	Software Warranty	06/01/2020
89058	Security	SRMG2APL	Extreme Security Risk Manager G2 Appliance (Base 50 Sources)	1 Year Warranty	06/01/2020
89059	Security	SRMG2VIR	Extreme Security Risk Manager G2 VM License (Base 50 Sources)	Software Warranty	06/01/2020

89060	Security	SRMG2ADD50	Extreme Security Risk Manager G2 50 Sources Increase SW License	Software Warranty	06/01/2020
89061	Security	SRMG2ADD100	Extreme Security Risk Manager G2 100 Source Increase SW License	Software Warranty	06/01/2020
89062	Security	SRMG2ADD250	Extreme Security Risk Manager G2 250 Source Increase SW License	Software Warranty	06/01/2020
89063	Security	SRMG2ADD500	Extreme Security Risk Manager G2 500 Source Increase SW License	Software Warranty	06/01/2020
89064	Security	SRMG2ADD1K	Extreme Security Risk Manager G2 1000 Source Increase SW License	Software Warranty	06/01/2020
89065	Security	SRMG2ADD2.5K	Extreme Security Risk Manager G2 2500 Source Increase SW License	Software Warranty	06/01/2020
89066	Security	SRMG2ADD5K	Extreme Security Risk Manager G2 5000 Source Increase SW License	Software Warranty	06/01/2020
89067	Security	SVMG2SAAPL	Extreme Security Vulnerability Manager G2 Standalone Appliance (Base 255 scanning assets + 50 EPS Log Management) (No Integration with other SIEM or LM products)	1 Year Warranty	06/01/2020
89068	Security	SVMG2SAVIR	Extreme Security Vulnerability Manager G2 Standalone VM License (Base 255 scanning assets + 50 EPS Log Management) (No Integration with other SIEM or LM products)	Software Warranty	06/01/2020
89069	Security	SVMG2ONBOX	Extreme Security Vulnerability Manager G2 ON BOARD for Console or AllinOne SW License	Software Warranty	06/01/2020
89070	Security	SVMG2OFFBOXAPL	Extreme Security Vulnerability Manager G2 OFF BOARD for Console or AllinOne Appliance	1 Year Warranty	06/01/2020

			(Base on Base 255 scanning assets)		
89071	Security	SVMG2OFFBOXVIR	Extreme Security Vulnerability Manager G2 OFF BOARD for Console or AllinOne VM SW License (Base on Base 255 scanning assets)	Software Warranty	06/01/2020
89072	Security	SVMG2ADD256	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 256	Software Warranty	06/01/2020
89073	Security	SVMG2ADD1K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 1024	Software Warranty	06/01/2020
89074	Security	SVMG2ADD2K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 2048	Software Warranty	06/01/2020
89075	Security	SVMG2ADD4K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 4096	Software Warranty	06/01/2020
89076	Security	SVMG2ADD8K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 8192	Software Warranty	06/01/2020
89077	Security	SVMG2ADD16K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 16384	Software Warranty	06/01/2020
89078	Security	SVMG2ADD32K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 32768	Software Warranty	06/01/2020
89079	Security	SIEMG2AIOSTD	Extreme SIEM G2 ALLINONE Standard Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/2020
89080	Security	SIEMG2AIOSTDHA	Extreme SIEM G2 ALLINONE Standard HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/2020
89081	Security	SIEMG2AIOENT	Extreme SIEM G2 ALLINONE Enterprise	1 Year Warranty	06/01/2020

			Appliance (Base 1K EPS 25K Flows)		
89082	Security	SIEMG2AIOENTHA	Extreme SIEM G2 ALLINONE Enterprise HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89083	Security	SIEMG2AIOENTPL	Extreme SIEM G2 ALLINONE Enterprise Plus Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89084	Security	SIEMG2AIOENTPLHA	Extreme SIEM G2 ALLINONE Enterprise Plus HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89085	Security	SIEMG2AIOVIR	Extreme SIEM G2 ALLINONE Virtual (Base 100 EPS 15K Flows)	Software Warranty	06/01/ 2020
89086	Security	SIEMG2AIOVIRHA	Extreme SIEM G2 ALLINONE Virtual HA (Base 100 EPS 15K Flows)	Software Warranty	06/01/ 2020
89087	Security	SIEMG2CONENT	Extreme SIEM G2 CONSOLE Enterprise Appliance	1 Year Warranty	06/01/ 2020
89088	Security	SIEMG2CONENTHA	Extreme SIEM G2 CONSOLE Enterprise HA Appliance	1 Year Warranty	06/01/ 2020
89089	Security	SIEMG2CONENTPL	Extreme SIEM G2 CONSOLE Enterprise Plus Appliance	1 Year Warranty	06/01/ 2020
89090	Security	SIEMG2CONENTPLHA	Extreme SIEM G2 CONSOLE Enterprise Plus HA Appliance	1 Year Warranty	06/01/ 2020
89091	Security	SIEMG2CONVIR	Extreme SIEM G2 CONSOLE Virtual	Software Warranty	06/01/ 2020
89092	Security	SIEMG2CONVIRHA	Extreme SIEM G2 CONSOLE Virtual HA	Software Warranty	06/01/ 2020
89093	Security	SIEMG2EVPENT	Extreme SIEM G2 EVP Enterprise Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020
89094	Security	SIEMG2EVPENTHA	Extreme SIEM G2 EVP Enterprise HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020
89095	Security	SIEMG2EVPENTPL	Extreme SIEM G2 EVP Enterprise Plus Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020

89096	Security	SIEMG2EVPENTPLHA	Extreme SIEM G2 EVP Enterprise Plus HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89097	Security	SIEMG2EVPVIR	Extreme SIEM G2 EVP Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89098	Security	SIEMG2EVPVIRHA	Extreme SIEM G2 EVP Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89099	Security	SIEMG2FLPENT	Extreme SIEM G2 FLP Enterprise Appliance (x1705 Base 100K Flows)	1 Year Warranty	06/01/2020
89100	Security	SIEMG2FLPENTHA	Extreme SIEM G2 FLP Enterprise HA Appliance (x1705 Base 100K Flows)	1 Year Warranty	06/01/2020
89101	Security	SIEMG2FLPENTPL	Extreme SIEM G2 FLP Enterprise Plus Appliance (x1728 Base 100K Flows)	1 Year Warranty	06/01/2020
89102	Security	SIEMG2FLPENTPLHA	Extreme SIEM G2 FLP Enterprise Plus HA Appliance (x1728 Base 100K Flows)	1 Year Warranty	06/01/2020
89103	Security	SIEMG2FLPVIR	Extreme SIEM G2 FLP Virtual (Base 15K Flows)	Software Warranty	06/01/2020
89104	Security	SIEMG2FLPVIRHA	Extreme SIEM G2 FLP Virtual HA (Base 15K Flows)	Software Warranty	06/01/2020
89105	Security	SIEMG2CEFENT	Extreme SIEM G2 Combined EVPFLP Enterprise Appliance (x1805 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89106	Security	SIEMG2CEFENTHA	Extreme SIEM G2 Combined EVPFLP Enterprise HA Appliance (x1805 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89107	Security	SIEMG2CEFENTPL	Extreme SIEM G2 Combined EVPFLP Enterprise Plus Appliance (x1828 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89108	Security	SIEMG2CEFENTPLHA	Extreme SIEM G2 Combined EVPFLP	1 Year Warranty	06/01/2020

			Enterprise Plus HA Appliance (x1828 Base 1000 EPS 25K Flows)		
89109	Security	SIEMG2EVCAPL	Extreme SIEM G2 Event Collector Appliance	1 Year Warranty	06/01/2020
89110	Security	SIMEG2EVCVIR	Extreme SIEM G2 Event Collector Virtual	Software Warranty	06/01/2020
89111	Security	SIEMG2DNENT	Extreme SIEM G2 Data Node Enterprise Appliance	1 Year Warranty	06/01/2020
89112	Security	SIEMG2DNENTHA	Extreme SIEM G2 Data Node Enterprise HA Appliance	1 Year Warranty	06/01/2020
89113	Security	SIEMG2DNENTPL	Extreme SIEM G2 Data Node Enterprise Plus Appliance	1 Year Warranty	06/01/2020
89114	Security	SIEMG2DNENTPLHA	Extreme SIEM G2 Data Node Enterprise Plus HA Appliance	1 Year Warranty	06/01/2020
89115	Security	SIEMG2DNVIR	Extreme SIEM G2 Data Node Virtual	Software Warranty	06/01/2020
89116	Security	SIEMG2DNVIRHA	Extreme SIEM G2 Data Node Virtual HA	Software Warranty	06/01/2020
89117	Security	SIEMG2FC1GTX	Extreme SIEM G2 Flow Collector Appliance 1 Gbps TX	1 Year Warranty	06/01/2020
89118	Security	SIEMG2FC1GTXHA	Extreme SIEM G2 Flow Collector HA Appliance 1 Gbps TX	1 Year Warranty	06/01/2020
89119	Security	SIEMG2FCMGTX	Extreme SIEM G2 Flow Collector Appliance MultiGbps TX	1 Year Warranty	06/01/2020
89120	Security	SIEMG2FCMGTXHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps TX	1 Year Warranty	06/01/2020
89121	Security	SIEMG2FCMGSX	Extreme SIEM G2 Flow Collector Appliance MultiGbps SX	1 Year Warranty	06/01/2020
89122	Security	SIEMG2FCMGSXHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps SX	1 Year Warranty	06/01/2020
89123	Security	SIEMG2FCMGSR	Extreme SIEM G2 Flow Collector Appliance MultiGbps Fiber SR	1 Year Warranty	06/01/2020

89124	Security	SIEMG2FCMGSRHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps Fiber SR	1 Year Warranty	06/01/2020
89125	Security	SIEMG2FCMGLR	Extreme SIEM G2 Flow Collector Appliance MultiGbps Fiber LR	1 Year Warranty	06/01/2020
89126	Security	SIEMG2FCMGLRHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps Fiber LR	1 Year Warranty	06/01/2020
89127	Security	SIEMG2VFC	Extreme SIEM G2 VFlow Collector	Software Warranty	06/01/2020
89128	Security	SIEMG2VFCHA	Extreme SIEM G2 VFlow Collector HA	Software Warranty	06/01/2020
89129	Security	SIEMG2ADD100E	Extreme SIEM G2 EPS Increase 100 License	Software Warranty	06/01/2020
89130	Security	SIEMG2ADD100EHA	Extreme SIEM G2 EPS Increase 100 HA License	Software Warranty	06/01/2020
89131	Security	SIEMG2ADD0.51KE	Extreme SIEM G2 EPS Increase 500 to 1000 License	Software Warranty	06/01/2020
89132	Security	SIEMG2ADD0.51KEHA	Extreme SIEM G2 EPS Increase 500 to 1000 HA License	Software Warranty	06/01/2020
89133	Security	SIEMG2ADD12.5KE	Extreme SIEM G2 EPS Increase 1000 to 2500 License	Software Warranty	06/01/2020
89134	Security	SIEMG2ADD12.5KEHA	Extreme SIEM G2 EPS Increase 1000 to 2500 HA License	Software Warranty	06/01/2020
89135	Security	SIEMG2ADD2.5KE	Extreme SIEM G2 EPS Increase 2500 License	Software Warranty	06/01/2020
89136	Security	SIEMG2ADD2.5KEHA	Extreme SIEM G2 EPS Increase 2500 HA License	Software Warranty	06/01/2020
89137	Security	SIEMG2ADD1525KF	Extreme SIEM G2 Flow Increase 15K to 25K VM License	Software Warranty	06/01/2020
89138	Security	SIEMG2ADD1525KFHA	Extreme SIEM G2 Flow Increase 15K to 25K VM HA License	Software Warranty	06/01/2020
89139	Security	SIEMG2ADD2550KF	Extreme SIEM G2 Flow Increase 25K to 50K License	Software Warranty	06/01/2020
89140	Security	SIEMG2ADD2550KFHA	Extreme SIEM G2 Flow Increase 25K to 50K HA License	Software Warranty	06/01/2020

89141	Security	SIEMG2ADD50100KF	Extreme SIEM G2 Flow Increase 50K to 100K License	Software Warranty	06/01/2020
89142	Security	SIEMG2ADD50100KFHA	Extreme SIEM G2 Flow Increase 50K to 100K HA License	Software Warranty	06/01/2020
89143	Security	SIEMG2ADD100KF	Extreme SIEM G2 Flow Increase 100K License	Software Warranty	06/01/2020
89144	Security	SIEMG2ADD100KFHA	Extreme SIEM G2 Flow Increase 100K HA License	Software Warranty	06/01/2020
89145	Security	SIEMG2CONUPENT	Extreme SIEM G2 ALLINONE Enterprise Upgrade to CONSOLE Enterprise	Software Warranty	06/01/2020
89146	Security	SIEMG2CONUPENTHA	Extreme SIEM G2 ALLINONE Enterprise HA Upgrade to CONSOLE Enterprise HA	Software Warranty	06/01/2020
89147	Security	SIEMG2CONUPENTPL	Extreme SIEM G2 ALLINONE Enterprise Plus Upgrade to CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89148	Security	SIEMG2CONUPENTPLHA	Extreme SIEM G2 ALLINONE Enterprise Plus HA Upgrade to CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89149	Security	SIEMG2IPRAEVPSS	Extreme Security IP Reputation Feed for SIEM G2 EVP 1 year Subscription License	Software Warranty	06/01/2020
89150	Security	SIEMG2IPRVEVPSS	Extreme Security IP Reputation Feed for SIEM G2 EVP Virtual 1 year Subscription License	Software Warranty	06/01/2020
89151	Security	SIEMG2IPRAFLPSS	Extreme Security IP Reputation Feed for SIEM G2 FLP 1 year Subscription License	Software Warranty	06/01/2020
89152	Security	SIEMG2IPRVFLPSS	Extreme Security IP Reputation Feed for SIEM G2 FLP Virtual 1 year Subscription License	Software Warranty	06/01/2020

89153	Security	SIEMG2IPRCEPSS	Extreme Security IP Reputation Feed for SIEM G2 Combined EVP/FLP 1 year Subscription License	Software Warranty	06/01/2020
89154	Security	SIEMG2IPRAPLSS	Extreme Security IP Reputation Feed for SIEM G2 AllInOne or Console 1 year Subscription License	Software Warranty	06/01/2020
89155	Security	SIEMG2IPRVIRSS	Extreme Security IP Reputation Feed for SIEM G2 AllInOne or Console Virtual 1 year Subscription License	Software Warranty	06/01/2020
89156	Security	SIEMG2LSADD50	Extreme SIEM G2 Log Source Increase 50	Software Warranty	06/01/2020
89157	Security	SIEMG2LSADD500	Extreme SIEM G2 Log Source Increase 500	Software Warranty	06/01/2020
89158	Security	SIEMG2LSADD1K	Extreme SIEM G2 Log Source Increase 1000	Software Warranty	06/01/2020
89159	Security	SIEMG2LSADD5K	Extreme SIEM G2 Log Source Increase 5000	Software Warranty	06/01/2020
89160	Security	SIEMG2LSADD10K	Extreme SIEM G2 Log Source Increase 10000	Software Warranty	06/01/2020
89501	Security	IPSG2SPSWSTD	Extreme IPS G2 SiteProtector Standard Edition Software (5 Nodes)	Software Warranty	06/01/2020
89502	Security	IPSG2SPSWENT	Extreme IPS G2 SiteProtector Enterprise Edition Software (20 Nodes)	Software Warranty	06/01/2020
89503	Security	IPSG2SPSWENTPLUS	Extreme IPS G2 SiteProtector Enterprise Plus Edition Software (Unlimited Nodes)	Software Warranty	06/01/2020
89506	Security	IPSG2SPUPGSE	Extreme IPS G2 SiteProtector Upgrade from Standard to Enterprise Edition	Software Warranty	06/01/2020
89507	Security	IPSG2SPUPGEEPL	Extreme IPS G2 SiteProtector Upgrade from Enterprise to Enterprise Plus Edition	Software Warranty	06/01/2020
89510	Security	IPSG2ADD5	Extreme IPS G2 SiteProtector Add 5 Node License	Software Warranty	06/01/2020

89511	Security	IPSG2X3PRI	Extreme IPS G2 X3 Standard Appliance Primary Base 400 Mbps inspected throughput Optional ADDON performance license (Max 800 Mbps) Fixed 4x 1GbE RJ45 monitoring interfaces	1 Year Warranty	06/01/2020
89512	Security	IPSG2X3SEC	Extreme IPS G2 X3 Standard Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020
89513	Security	IPSG2X4PRI	Extreme IPS G2 X4 Enterprise Appliance Primary Base 750 Mbps inspected throughput Optional ADDON performance license (Max 1.5 Gbps) Fixed 4x 1GbE RJ45 monitoring interfaces Optional Network Interface Module	1 Year Warranty	06/01/2020
89514	Security	IPSG2X4SEC	Extreme IPS G2 X4 Enterprise Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020
89515	Security	IPSG2X5PRI	Extreme IPS G2 X5 Enterprise Plus Appliance Primary Base 2.5 Gbps inspected throughput Optional ADDON performance license (Max 7 Gbps) Fixed 4x 1GbE RJ45 monitoring interfaces Optional Network Interface Modules Redundant power supply included	1 Year Warranty	06/01/2020
89516	Security	IPSG2X5SEC	Extreme IPS G2 X5 Enterprise Plus Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020

89519	Security	IPSG2X3PAWCSS	Extreme IPS G2 X3 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89520	Security	IPSG2X3SAWCSS	Extreme IPS G2 X3 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89521	Security	IPSG2X4PAWCSS	Extreme IPS G2 X4 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89522	Security	IPSG2X4SAWCSS	Extreme IPS G2 X4 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89523	Security	IPSG2X5PAWCSS	Extreme IPS G2 X5 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89524	Security	IPSG2X5SAWCSS	Extreme IPS G2 X5 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89527	Security	IPSG2X3PIPRSS	Extreme IPS G2 X3 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89528	Security	IPSG2X3SIPRSS	Extreme IPS G2 X3 Addon Subscription for IP Reputation Services Failover	Software Warranty	06/01/2020
89529	Security	IPSG2X4PIPRSS	Extreme IPS G2 X4 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89530	Security	IPSG2X4SIPRSS	Extreme IPS G2 X4 Addon Subscription for IP Reputation Services Failover	Software Warranty	06/01/2020
89531	Security	IPSG2X5PIPRSS	Extreme IPS G2 X5 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89532	Security	IPSG2X5SIPRSS	Extreme IPS G2 X5 Addon Subscription for IP	Software Warranty	06/01/2020

			Reputation Services Failover		
89535	Security	IPSG2X3PSSLSW	Extreme IPS G2 X3 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89536	Security	IPSG2X3SSSLSW	Extreme IPS G2 X3 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89537	Security	IPSG2X4PSSLSW	Extreme IPS G2 X4 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89538	Security	IPSG2X4SSSLSW	Extreme IPS G2 X4 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89539	Security	IPSG2X5PSSLSW	Extreme IPS G2 X5 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89540	Security	IPSG2X5SSSLSW	Extreme IPS G2 X5 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89543	Security	IPSG2X3PHTPSW	Extreme IPS G2 X3 400 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89544	Security	IPSG2X3SHTPSW	Extreme IPS G2 X3 400 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020
89545	Security	IPSG2X4PHTPSW	Extreme IPS G2 X4 750 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89546	Security	IPSG2X4SHTPSW	Extreme IPS G2 X4 750 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020
89547	Security	IPSG2X5PHTPSW	Extreme IPS G2 X5 1500 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89548	Security	IPSG2X5SHTPSW	Extreme IPS G2 X5 1500 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020

89551	Security	IPSG28PNM1GTX	Extreme IPS G2 Network Module 8port 1G Copper with builtin bypass	1 Year Warranty	06/01/2020
89552	Security	IPSG24PNM1GSX	Extreme IPS G2 Network Module 4port 1G SX Fiber with builtin bypass	1 Year Warranty	06/01/2020
89553	Security	IPSG24PNM1GLX	Extreme IPS G2 Network Module 4port 1G LX Fiber with builtin bypass	1 Year Warranty	06/01/2020
89554	Security	IPSG22PNM10GSR	Extreme IPS G2 Network Module 2port 10GbE SR Fiber with builtin bypass	1 Year Warranty	06/01/2020
89555	Security	IPSG22PNM10GLR	Extreme IPS G2 Network Module 2port 10GbE LR Fiber with builtin bypass	1 Year Warranty	06/01/2020
89556	Security	IPSG24PNM1GSFP	Extreme IPS G2 Network Module 4port 1G SFP (requires transceivers)	1 Year Warranty	06/01/2020
89557	Security	IPSG22PNM10GSFP+	Extreme IPS G2 Network Module 2port 10G SFP+ (requires transceivers)	1 Year Warranty	06/01/2020
89558	Security	IPSG2DTK1GLX	Dual Transceiver Kit 1G LX Fiber	1 Year Warranty	06/01/2020
89559	Security	IPSG2DTK1GSX	Dual Transceiver Kit 1G SX Fiber	1 Year Warranty	06/01/2020
89560	Security	IPSG2DTK1GTX	Dual Transceiver Kit 1G TX Copper	1 Year Warranty	06/01/2020
89561	Security	IPSG2DTK10GLR	Dual Transceiver Kit 10G LR Fiber	1 Year Warranty	06/01/2020
89562	Security	IPSG2DTK10GSR	Dual Transceiver Kit 10G SR Fiber	1 Year Warranty	06/01/2020
89563	Security	IPSG2PSU	Power Supply Unit 460 WATT	1 Year Warranty	06/01/2020
338835	EAN	VSP 4000 PLDS PREM LIC W/MACSEC LICDS	VSP 4000 PLDS PRIMIER LICENSE W/MACSEC LICDS	Software Warranty	
338836	EAN	VSP 4000 PLDS PREM LICENSE LICDS	VSP 4000 PLDS PRIMIER LICENSE LICDS	Software Warranty	
380176	EAN	VSP 8K PREM LICENSE LICDS	VSP 8000 PLDS PREMIER LICENSE FOR 1 CHASSIS LICDS	Software Warranty	
380177	EAN	VSP 8K PREM LIC W/MACSEC LICDS	VSP 8000 PLDS PREMIER LICENSE W/MACSEC FOR 1 CHASSIS LICDS	Software Warranty	

380221	EAN	ERS5900 ADVANCED PLS LICENSE LICDS	ERS5900 ADVANCED FEATURE PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
380810	EAN	VSP 9000 PLDS PREM LICENSE LICDS	VIRTUAL SERVICES PLATFORM 9000 PLDS PREM LICENSE FOR 1 CHASSIS. LICDS	Software Warranty	
380811	EAN	VSP 9000 PLDS PREM LIC W/MACSEC LICDS	VIRTUAL SERVICES PLATFORM 9000 PLDS PREMIER LICENSE W/MACSEC LICDS	Software Warranty	
383168	EAN	ERS5900 MACSEC PLDS LICENSE	ERS5900 MACSEC PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
383770	EAN	ERS5900 MACSEC ADV PLDS LIC	ERS5900 MACSEC PLUS ADVANCED PLDS LIC SINGLE UNIT OR STACK LICDS	Software Warranty	
383772	EAN	ERS4900 ADVANCED PLDS LICENSE LICDS	ERS4900 ADVANCED PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
386914	EAN	VSP 7200 PORT LICENSE LICDS	VSP 7200 PORT LICENSE FOR 1 SWITCH LICDS	Software Warranty	
392259	EAN	VSP8600 IOC BASE LICDS	VSP8600 IOC BASE LICDS	Software Warranty	
392670	EAN	VSP8600 CHAS L3V LICDS	VSP8600 CHAS L3V LICDS	Software Warranty	
392671	EAN	VSP8600 CHAS L3V+MACSEC LICDS	VSP8600 CHAS L3V+MACSEC LICDS	Software Warranty	
9372065	Cables/Connectivity	ASSY CBLRJ45 TO RJ45/ADAPTERSPVC. US	ASSY CBL,RJ-45 TO RJ-45/ADAPTERS,PVC. US	1 Year Warranty	
700511668	EAN	ERS4900 STACKING CABLE 0.5M	ERS4900 STACKING CABLE 0.5M	1 Year Warranty	
700511669	EAN	ERS4900 STACKING CABLE 1.5M	ERS4900 STACKING CABLE 1.5M	1 Year Warranty	
700511670	EAN	ERS4900 STACKING CABLE 3.0M	ERS4900 STACKING CABLE 3.0M	1 Year Warranty	
700511671	EAN	ERS4900 STACKING CABLE 5.0M	ERS4900 STACKING CABLE 5.0M	1 Year Warranty	
700512239	EAN	PDU POWER CORD IEC C13C14 3M USA	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	

700512240	EAN	PDU POWER CORD IEC C14C15 3M USA	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512241	EAN	PDU POWER CORD IEC C13C14 3M INTL	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512242	EAN	PDU POWER CORD IEC C14C15 3M INTL	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512588	EAN	ERS3600 STACKING CABLE 0.5M	ERS3600 STACKING CABLE 0.5M	1 Year Warranty	
700512589	EAN	ERS3600 STACKING CABLE 1.0M	ERS3600 STACKING CABLE 1.0M	1 Year Warranty	
700512595	EAN	RACK MOUNT ERS3600 ERS4900 ERS5900	RACK MOUNT KIT TWO POST SUPPORTS ERS3600 ERS4900 ERS5900	1 Year Warranty	
08A-CON-CBL	Fixed L2	800 SERIES CONSOLE CABLE KIT		No Warranty	12/31/2022
08A-RPS-130P	Fixed L2	130W POE RPS FOR THE 08G20G208P SWITCH		Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08A-RPS-150	Fixed L2	150W RPS FOR 24/48 PORT 800 SERIES		Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08A-RPS-24	Fixed L2	RPS FOR 08G20G208 SWITCH		No Warranty	12/31/2022
08A-RPS-500P	Fixed L2	500W POE RPS FOR 24/48 POE 800 SERIES	500W POE RPS FOR 24/48 POE 800 SERIES	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
08G20G2-08	Fixed L2	8 PORT 10/100/1000 800SERIES SWITCH	8 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G2-08P	Fixed L2	8 PORT 10/100/1000 POE 800SERIES SWITCH	8 PORT 10/100/1000 POE 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-24	Fixed L2	24 PORT 10/100/1000 800SERIES SWITCH	24 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-24P	Fixed L2	24 PORT 10/100/1000 POE 800SERIES	24 PORT 10/100/1000 POE 800SERIES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-48	Fixed L2	48 PORT 10/100/1000 800SERIES SWITCH	48 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
08G20G4-48P	Fixed L2	48 PORT 10/100/1000 POE 800SERIES	48 PORT 10/100/1000 POE 800SERIES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-24	Fixed L2	24 PORT 10/100 800SERIES SWITCH	24 PORT 10/100 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-24P	Fixed L2	24 PORT 10/100 POE 800SERIES SWITCH	24 PORT 10/100 POE 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-48	Fixed L2	48 PORT 10/100 800SERIES SWITCH	48 PORT 10/100 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-48P	Fixed L2	48 PORT 10/100 POR 800SERIES SWITCH	48 PORT 10/100 POR 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
10051H	Optics	1000BASESX SFP Hi	1000BASESX SFP MMF 220 550 meters LC connector Industrial Temp	1 Year Warranty	
10052H	Optics	1000BASELX SFP Hi	1000BASELX SFP MMF 220 550 meters SMF 10km LC connector Industrial Temp	1 Year Warranty	
10053H	Optics	1000BASEZX SFP Hi	1000BASEZX SFP SMF 70km LC connector Industrial Temp	1 Year Warranty	
10056H	Optics	1000BASEBXD BiDi SFP Hi	1000BASEBXD SFP 1490nm TX/1310nm RX wavelength Industrial Temp	1 Year Warranty	
10057H	Optics	1000BASEBXU BiDi SFP Hi	1000BASEBXU SFP 1310nm TX/1490nm RX wavelength Industrial Temp	1 Year Warranty	
10060H	Optics	100LX/1000LX SFP Hi	Dualspeed 100 LX / 1000 LX SFP LC connector Industrial Temp	1 Year Warranty	
10070H	Optics	10/100/1000BASET SFP Hi	10/100/1000BASET SFP module CAT5 cable 100m link RJ45connector for Giga Bit Ethernet SFP Port Industrial Temp	1 Year Warranty	
10071H	Optics	1000BASESX SFP 10 Pack Hi	1000BASESX SFP 10 Pack Industrial Temp	1 Year Warranty	
10072H	Optics	1000BASELX SFP 10 Pack Hi	1000BASELX SFP 10 Pack Industrial Temp	1 Year Warranty	
100FX-SFP-IR-OM	SRA	100BASEFX IR SFP OPTIC FOR SMF W/ LC C	100BASEFX IR SFP OPTIC FOR SMF W/ LC C	1 Year Warranty	10/31/2024
100FX-SFP-LR-OM	SRA	100BASEFX LR SFP OPTIC FOR SMF W/ LC CO	100BASEFX LR SFP OPTIC FOR SMF W/ LC CO	1 Year Warranty	10/31/2024
100FX-SFP-OM	SRA	100BASEFX SFP OPTIC MMF LC CONN OPTI	100BASEFX SFP OPTIC MMF LC CONN OPTI	1 Year Warranty	10/31/2024
100FX-SFP-OM-8	SRA	100BASEFX SFP MMF LC CONN 8 PK	100BASEFX SFP MMF LC CONN 8 PK	1 Year Warranty	10/31/2024
100G-CFP2-ER4-40KM	SRA	100GBE CFP2 (LC)ER440KM OVER SMF	100 GbE CFP2 optic (LC) ER4 for distances up to 40 km over SMF	1 Year Warranty	10/31/2024

100G-CFP2-LR4-10KM	SRA	100GE CFP2 LR410KM OPTICS 1 PACK	100 GbE CFP2 optic (LC) LR4 for distances up to 10 km over SMF	1 Year Warranty	10/31/2024
100G-CFP2-SR10	SRA	100GE CFP2 SR OPTICS 1 PACK	100 GbE CFP2 optic SR10 for distances up to 100 m over MMF 1pack	1 Year Warranty	10/31/2024
100G-QSFP28-CWDM4-2KM	SRA	100GBASE CWDM4 QSFP TRANS LC 2KM OVER SM	100 GbE QSFP28 optic (LC) CWDM4 for distances up to 2 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-LR4L-2KM	SRA	100GBE QSFP28 (LC)LR4LITE2 KM OVER SM	100 GbE QSFP28 optic (LC) LR4Lite for distances up to 2 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-LR4-LP-10KM	SRA	100G QSFP28 LR4 LOWPOWER 10KM OVER SMF	100 GbE QSFP28 optic (LC) LR4 low power for distances up to 10 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-SR4	SRA	100GBE QSFP28 (MTP 1X12)SR4100M MMF	100 GbE QSFP28 optic (MTP 1x12) SR4 for distances up to 100 m over MMF	1 Year Warranty	10/31/2024
100G-QSFP-4SFP-P-0101	SRA	100GB QSFP TO 4 SFP28 PASSIVE DAC1M	100GE Direct Attached QSFP28 to 4 SFP28 Passive Copper cable 1m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-4SFP-P-0301	SRA	100GB QSFP TO 4 SFP28 PASSIVE DAC3M	100GE Direct Attached QSFP28 to 4 SFP28 Passive Copper cable 3m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-ESR4	SRA	100GBASESR4 QSFP+(MODULE) 300M	100GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-AOC-1001	SRA	100GB QSFP DIRECT ATTACH AOC10M	100GE Direct Attached QSFP+ to QSFP+ Active Optical Cable 10m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-P-0101	SRA	100G QSFP PASSIVE DIRECT ATTACH CABLE1	100GE Passive Direct Attached QSFP28 to QSFP28 Active Copper cable 1m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-P-0301	SRA	100GB QSFP PASSIVE DIRECT ATTACH CABLE3	100GE Passive Direct Attached QSFP28 to QSFP28 Active Copper cable 3m 1pack	1 Year Warranty	10/31/2024

100G-QSFP-QSFP-P-0501	SRA	100GB QSFP PASSIVE DIRECT ATTACH CABLE5	100GE Direct Attached QSFP28 to QSFP28 Passive Copper cable 5m 1pack	1 Year Warranty	10/31/2024
10313A	Optics	3m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 26 AWG 3m length.	1 Year Warranty	10/31/2023
10930A	Summit	Summit 300W AC PSU XT	300W AC Power Supply module for Summit X460 E4G400 Series Switches Extended Temparture Range from 10 to +50 degrees Celsius	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10GB-4-C03-QSFP	Modular Interfaces	4X10GB SFP+ TO QSFP CU CABLE 3M	4X10GB SFP+ TO QSFP CU CABLE 3M	1 Year Warranty	
10GB-4-F20-QSFP	Modular Interfaces	4X10GB SFP+ TO QSFP FIBER CABLE 20M		1 Year Warranty	12/31/2019
10GBASE-ER-XFP	Modular Interfaces	10 GBE EXTENDED REACH XFP		1 Year Warranty	03/31/2020
10GBASE-LR-XFP	Modular Interfaces	10 GBE LONG REACH XFP		1 Year Warranty	03/31/2020
10GBASE-SR-XFP	Modular Interfaces	10 GBE SHORT REACH XFP		1 Year Warranty	03/31/2020
10GBASE-ZR-XFP	Modular Interfaces	10GBASE ZR XFP 80KM OPTIC		1 Year Warranty	06/12/2020
10GB-BX10-D	Modular Interfaces	10 GB SINGLE FIBER SM D 10 KM	10 GB, SINGLE FIBER SM, -D 10 KM	1 Year Warranty	
10GB-BX10-U	Modular Interfaces	10 GB SINGLE FIBER SM U 10 KM	10 GB, SINGLE FIBER SM, -U 10 KM	1 Year Warranty	
10GB-BX40-D	Modular Interfaces	10 GB SINGLE FIBER SM D 40 KM	10 GB, SINGLE FIBER SM, -D 40 KM	1 Year Warranty	
10GB-BX40-U	Modular Interfaces	10 GB SINGLE FIBER SM U 40 KM	10 GB, SINGLE FIBER SM, -U 40 KM	1 Year Warranty	
10GB-C01-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 1M	SFP+ PLUGGABLE COPPER CABLE 1M	1 Year Warranty	
10GB-C03-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 3M	SFP+ PLUGGABLE COPPER CABLE 3M	1 Year Warranty	
10GB-C10-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 10M	SFP+ PLUGGABLE COPPER CABLE 10M	1 Year Warranty	
10GB-ER21-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 21 40 KM		1 Year Warranty	05/30/2024

10GB-ER23-SFPP	Modular Interfaces	10GBER DWDM CH23 SFP+		1 Year Warranty	05/30/2024
10GB-ER24-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 24 40 KM		1 Year Warranty	05/30/2024
10GB-ER29-SFPP	Modular Interfaces	10GBER DWDM CH29 SFP+		1 Year Warranty	05/30/2024
10GB-ER31-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 31 40 KM	10GB SFPP, DWDM, CHANNEL 31, 40 KM	1 Year Warranty	
10GB-ER33-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 33 40 KM		1 Year Warranty	05/30/2024
10GB-EREX-SFPP	Modular Interfaces	10 GB 1GB DUAL RATE ER EX SMF	10 GB 1GB DUAL RATE ER EX SMF	1 Year Warranty	
10GB-ER-SFPP	Modular Interfaces	10GBASE ER SFP+ (40K)	10GBASE ER SFP+ (40K)	1 Year Warranty	
10GB-F10-SFPP	Modular Interfaces	10 GB ACTIVE OPTICAL DAC 10 M	10 GB, ACTIVE OPTICAL DAC, 10 M	1 Year Warranty	
10GB-F20-SFPP	Modular Interfaces	10 GB ACTIVE OPTICAL DAC 20 M	10 GB, ACTIVE OPTICAL DAC, 20 M	1 Year Warranty	
10GB-LR271-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1271NM		1 Year Warranty	05/30/2024
10GB-LR291-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1291NM		1 Year Warranty	05/30/2024
10GB-LR311-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1311NM		1 Year Warranty	05/30/2024
10GB-LR331-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1331NM		1 Year Warranty	05/30/2024
10GB-LRLX-SFPP	Modular Interfaces	10GB 1GB DUAL RATE LR LX SMF	10GB, 1GB DUAL RATE LR LX SMF	1 Year Warranty	
10GB-LRM-SFPP	Modular Interfaces	10GBASELRM SFP+ 220M MM OPTIC	10GBASE-LRM SFP+ 220M MM OPTIC	1 Year Warranty	
10GB-LRM-SFPP-G	Modular Interfaces	10GB LRM MM SFP+ TAA	10GB, LRM, MM, SFP+, TAA	1 Year Warranty	
10GB-LR-SFPP	Modular Interfaces	10 GBASELR SFP+ 10K SM OPTIC	10 GBASE-LR SFP+ 10K SM OPTIC	1 Year Warranty	
10GB-LR-SFPP-G	Modular Interfaces	10GB LR SM SFP+ TAA	10GB, LR, SM, SFP+, TAA	1 Year Warranty	
10GB-SR-SFPP	Modular Interfaces	GBASESR SFP+ 33/82M MM OPTIC	GBASE-SR SFP+ 33/82M MM OPTIC	1 Year Warranty	
10GB-SR-SFPP-G	Modular Interfaces	10GB SR MM SFP+ TAA	10GB, SR, MM, SFP+, TAA	1 Year Warranty	
10GB-SRSX-SFPP	Modular Interfaces	10GB 1GB DUAL RATE SR SX MMF	10GB, 1GB DUAL RATE SR SX MMF	1 Year Warranty	
10GB-USR-48PK	Modular Interfaces	BUNDLE OF 48 10GBUSRSFPP		1 Year Warranty	04/03/2023
10GB-USR-SFPP	Modular Interfaces	10GB 10GBASEUSR MMF SFP+		1 Year Warranty	12/31/2022

10GB-ZR-SFPP	Modular Interfaces	10GB 80KM SFP+	10GB 80KM SFP+	1 Year Warranty	
10G-SFP-AOC-0701	SRA	CBLOPTICAL7MSFP+DIRECT10GACTIVE1 P	CBLOPTICAL7MSFP+DIRECT10GACTIVE1 P	1 Year Warranty	10/31/2024
10G-SFP-AOC-1001	SRA	CBLOPTICAL10MSFP+DIRECT10GACTIVE1	CBLOPTICAL10MSFP+DIRECT10GACTIVE1	1 Year Warranty	10/31/2024
10G-SFP-BXD-S	SRA	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL DO	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL DO	1 Year Warranty	10/31/2024
10G-SFP-BXU-S	SRA	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL UP	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL UP	1 Year Warranty	10/31/2024
10G-SFP-ER	SRA	10GBASEER SFP+ OPTIC (LC)UP TO 40KM	10GBASEER SFP+ OPTIC (LC)UP TO 40KM	1 Year Warranty	10/31/2024
10G-SFP-ER-2	SRA	10GBASEER SFP+ OPTIC (LC)40KM 2PACK	10GBASEER SFP+ OPTIC (LC)40KM 2PACK	1 Year Warranty	10/31/2024
10G-SFP-LR	SRA	10GBASELRSFP+ OPTIC (LC)10KM SMF	10GBASELRSFP+ OPTIC (LC)10KM SMF	1 Year Warranty	10/31/2024
10G-SFP-LR-8	SRA	10GBASELRSFPP SMF LC CONNECTOR 8PACK	10GBASELRSFPP SMF LC CONNECTOR 8PACK	1 Year Warranty	10/31/2024
10G-SFP-LRM	SRA	10GBASELRM 1310NM SFP+ OPTIC (LC) TAR	10GBASELRM 1310NM SFP+ OPTIC (LC) TAR	1 Year Warranty	10/31/2024
10G-SFP-LRM-8	SRA	10GBASELRM SFP+ OPTIC (LC)220M 8PACK	10GBASELRM SFP+ OPTIC (LC)220M 8PACK	1 Year Warranty	10/31/2024
10G-SFP-LR-S	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-S8	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-SA	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-SA8	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFPP-USR-8-E	SRA	10GE USR SFP+ HIGH RX SENSITIVITY8PAC	10GE USR SFP+ optic (LC) w/ 13dBm Rx sensitivity 100m over MMF 8pack	1 Year Warranty	10/31/2024
10G-SFPP-USR-E	SRA	10GE USR SFP+HIGH RX SENSITIVITY1PACK	10GE USR SFP+ optic (LC) w/ 13dBm Rx	1 Year Warranty	10/31/2024

			sensitivity 100m over MMF 1pack		
10G-SFP-SR	SRA	10GBASESRSFP+ OPTIC (LC)300M MMF	10GBASESRSFP+ OPTIC (LC)300M MMF	1 Year Warranty	10/31/2024
10G-SFP-SR-8	SRA	10GBASESRSFPP MMF LC CONNECTOR 8PACK	10GBASESRSFPP MMF LC CONNECTOR 8PACK	1 Year Warranty	10/31/2024
10G-SFP-SR-S	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-S8	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-SA	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-SA8	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-TWX-0101	SRA	DIRECT ATTACHED SFPP COPPER1M1PACK	DIRECT ATTACHED SFPP COPPER1M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0108	SRA	DIRECT ATTACHED SFPP COPPER1M8PACK	DIRECT ATTACHED SFPP COPPER1M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0301	SRA	DIRECT ATTACHED SFPP COPPER3M1PACK	DIRECT ATTACHED SFPP COPPER3M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0308	SRA	DIRECT ATTACHED SFPP COPPER3M8PACK	DIRECT ATTACHED SFPP COPPER3M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0501	SRA	DIRECT ATTACHED SFPP COPPER5M1PACK	DIRECT ATTACHED SFPP COPPER5M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0508	SRA	DIRECT ATTACHED SFPP COPPER5M8PACK	DIRECT ATTACHED SFPP COPPER5M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0101	SRA	10GE SFP+DAC CABLE1M 1PACK PASSIVE	10GE SFP+DAC CABLE1M 1PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0108	SRA	10GE SFP+ DAC CABLE 1M 8PACK PASSIVE	10GE SFP+ DAC CABLE 1M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0301	SRA	10GE SFP+ DAC CABLE 3M 1PACK PASSIVE	10GE SFP+ DAC CABLE 3M 1PACK PASSIVE	1 Year Warranty	10/31/2024

10G-SFP-TWX-P-0308	SRA	10GE SFP+ DAC CABLE 3M 8PACK PASSIVE	10GE SFP+ DAC CABLE 3M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0501	SRA	10GE SFP+ DAC CABLE 5M 1PACK PASSIVE	10GE SFP+ DAC CABLE 5M 1PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0508	SRA	10GE SFP+ DAC CABLE 5M 8PACK PASSIVE	10GE SFP+ DAC CABLE 5M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-USR	SRA	SFP+ 10G USR OPTIC 1 PK BR	SFP+ 10G USR OPTIC 1 PK BR	1 Year Warranty	10/31/2024
10G-SFP-USR-8	SRA	SFP+ 10G USR OPTIC 8 PK BR	SFP+ 10G USR OPTIC 8 PK BR	1 Year Warranty	10/31/2024
10G-SFP-USR-SA	SRA	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	1 Year Warranty	10/31/2024
10G-SFP-USR-SA8	SRA	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	1 Year Warranty	10/31/2024
10G-SFP-ZR	SRA	10GBASEZRSFP+ OPTIC (LC)UP TO 80KM	10GBASEZRSFP+ OPTIC (LC)UP TO 80KM	1 Year Warranty	10/31/2024
10G-SFP-ZR-2	SRA	10GBASEZR SFP+ OPTIC (LC)80KM 2PACK	10GBASEZR SFP+ OPTIC (LC)80KM 2PACK	1 Year Warranty	10/31/2024
10G-SFP-ZRD-T	SRA	10GBASEZRD TUNABLE DWDM 80 KM SFP+	10GBASEZRD TUNABLE DWDM 80 KM SFP+	1 Year Warranty	10/31/2024
10G-XFP-1310-LRM	SRA	10GBE XFP TRANSCEIVER UP TO 220 MM FIBER	Pluggable 10GbE XFP transceiver (LC) 1310 nm serial for use on multimode fiber (FDDIgrade) up to 220 meters MM fiber compatible with 10GBASELRM optics	1 Year Warranty	10/31/2024
10G-XFP-ER	SRA	OPTIC 10GBE ER XFP SMF LC CONNECTOR	1550nm serial pluggable XFP optic (LC) for up to 40km over SMF	1 Year Warranty	10/31/2024
10G-XFP-LR	SRA	OPTIC 10GBE LR XFP SMF LC CONNECTOR	1310nm serial pluggable XFP optic (LC) for up to 10km over SMF	1 Year Warranty	10/31/2024
10G-XFP-LR-4	SRA	OPTIC 10GBE LR XFP SMF LC CONN 4PK	1310nm serial pluggable XFP optic (LC) for up to 10km over SMF 4 Pack	1 Year Warranty	10/31/2024
10G-XFP-SR	SRA	OPTIC 10GBE SR XFP MMF LC CONNECTOR	850nm serial pluggable XFP optic (LC) target range 300m over MMF	1 Year Warranty	10/31/2024

10G-XFP-SR-4	SRA	OPTIC 10GBE SR XFP MMF LC CONN 4PK	850nm serial pluggable XFP optic (LC) 4 Pack target range 300m over MMF	1 Year Warranty	10/31/2024
10G-XFP-ZR	SRA	OPTIC 10GBE ZR XFP SMF LC CONNECTOR	1550nm serial pluggable XFP optic (LC) for up to 80km over SMF	1 Year Warranty	10/31/2024
16172T	Summit	X450G224tGE4FBTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 1 Fixed AC PSU 1 RPS port fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16173T	Summit	X450G224pGE4FB715TAA	24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16177T	Summit	X450G224p10GE4FB715TAA	24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports (QSFP) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16179T	Summit	X450G248p10GE4FB1100TAA	48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports (QSFP) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16301T	Summit	Summit X48048tTAA	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP (shared) No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16303T	Summit	Summit X48024xTAA	24 100/1000BASEX unpopulated SFP 12 10/100/1000BASET (shared) 2 unpopulated XFP ports No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16304T	Summit	Summit X48048xTAA	48 100/1000BASEX unpopulated SFP No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16401T	Summit	Summit X46024tTAA	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16402T	Summit	Summit X46048tTAA	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16403T	Summit	Summit X46024pTAA	24 10/100/1000BASET PoEplus 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16405T	Summit	Summit X46024xTAA	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16406T	Summit	Summit X46048xTAA	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16501T	Summit	Summit X4408tTAA	8 10/100/1000BASET 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16502T	Summit	Summit X4408pTAA	8 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16503T	Summit	Summit X44024tTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16504T	Summit	Summit X44024pTAA	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16505T	Summit	Summit X44048tTAA	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

			license connector for external power supply TAA model	Replacement	
16506T	Summit	Summit X44048pTAA	48 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16507T	Summit	Summit X44024t10GTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16508T	Summit	Summit X44024p10GTAA	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16509T	Summit	Summit X44048t10GTAA	48 10/100/1000BASET 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022

16510T	Summit	Summit X44048p10GTAA	48 10/100/1000BASET PoEplus 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16531T	Summit	X440G212p10GE4TAA	X440G2 12 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16532T	Summit	X440G224t10GE4TAA	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16533T	Summit	X440G224p10GE4TAA	X440G2 24 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16535T	Summit	X440G248p10GE4TAA	X440G2 48 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable	Limited Lifetime Warranty with express Advanced Hardware	

			to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS TAA model	Replacement-2	
16538T	Summit	X440G224x10GE4TAA	X440G2 24 unpopulated 1000BASEX SFP (4 combo) 4 10/100/1000 combo 4 1GbE unpopulated SFPupgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16703T	Summit	X460G224p10GE4FB715TAA	24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16704T	Summit	X460G248p10GE4FB1100TAA	48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16705T	Summit	X460G224x10GE4FBACTAA	24 SFP 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			with EXOS Release 22.1 or greater		
16706T	Summit	X460G248x10GE4FBACTAA	48 SFP 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16710T	Summit	Summit X460G2 VIM2qTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 40GBASEX ports unpopulated QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16711T	Summit	Summit X460G2 VIM2xTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASEX ports unpopulated SFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16712T	Summit	Summit X460G2 VIM2tTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASET ports	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16713T	Summit	Summit X460G2 VIM2ssTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2	Limited Lifetime Warranty with	

			providing 2 ports of Extremes SummitStack	express Advanced Hardware Replacement-2	
16715T	Summit	Summit X460G2 TMCLKTAA	TAAcompliant Optional Timing Module for the rear of the X460G2 providing the hardware for SyncE and 1588 PTP clocking with 2 ports of miniBNC connectors for clocking outputs	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16716T	Summit	X460G224tGE4FBACTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16718T	Summit	X460G224pGE4FB715TAA	24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16719T	Summit	X460G248pGE4FB1100TAA	48 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Advanced	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			Edge license with Policy with EXOS Release 22.1 or greater		
16720T	Summit	X460G216mp32p10GE4FB TAA	16 100Mb/1.0/2.5GbE PoE+ 32 10/100/1000BASET PoE+ 4 1000/10G BaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 1100 watt power supplies fan module FronttoBack EXOS Advanced Edge license w Policy Trade Agreement Act	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16756T	Summit	X460G224p24hp10GE4FB TAA	X460G2 24 10/100/1000 full duplex PoE+ 24 10/100/1000 full/half duplex PoE+ 4 1000/10G SFP+ ports Rear VIM Slot Rear Timing Slot 2 1100W AC power supplies fan module FronttoBack airflow ExtremeXOS Advanced Edge w Policy Trade Agreement Act	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16757T	Summit	X460G224t24ht10GE4FBT AA	X460G2 24 10/100/1000 full duplex 24 10/100/1000 full/half duplex 4 1000/10G SFP+ ports Rear VIM Slot Rear Timing Slot two 300W AC power supplies fan module FronttoBack airflow ExtremeXOS Advanced Edge w Policy Trade Agreement Act model	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16G-SFP-000192	SRA	FRUSFP+SWL16G1PKBR	FRUSFP+SWL16G1PKB R	1 Year Warranty	10/31/2024
16G-SFP-000193	SRA	FRUSFP+SWL16G8PKBR	FRUSFP+SWL16G8PKB R	1 Year Warranty	10/31/2024
16G-SFP-000198	SRA	FRUSFP+LWL16G10KM1 PKBR	FRUSFP+LWL16G10KM 1PKBR	1 Year Warranty	10/31/2024

16G-SFP-000199	SRA	FRUSFP+LWL16G10KM8PKBR	FRUSFP+LWL16G10KM8PKBR	1 Year Warranty	10/31/2024
16G-SFP-000245	SRA	FRU QSFP SWL 4X16G FCCOMPLIANT 1PK	FRU QSFP SWL 4X16G FCCOMPLIANT 1PK	1 Year Warranty	10/31/2024
17101T	Summit	Summit X670V48xFBTAA	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17102T	Summit	Summit X670V48xBFTAA	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17103T	Summit	Summit X67048xFBTAA	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17104T	Summit	Summit X67048xBFTAA	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17201T	Summit	Summit X670V48tFBACTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC power suppliesFronttoBack airflow fansTrade	1 Year Warranty	03/01/2024

			Agreement Compliant model		
17202T	Summit	Summit X670V48tBFACTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License2 BacktoFront 550W AC power suppliesBacktoFront airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024
17203T	Summit	Summit X670V48tFBDCTAA	48 10GBASET4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC power suppliesFronttoBack airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024
17204T	Summit	Summit X670V48tBFDCTAA	48 10GBASET4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports)one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies BacktoFront airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024

17205T	Summit	Summit X670V48tFBMIXTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of 10GBaseT ports)one VIM4 slot(unpopulated)Extreme XOS Advanced Edge License1 FronttoBack 550W AC power supply1 FronttoBack 550W DC power supplyFronttoBack airflow fansTAA	1 Year Warranty	03/01/2024
17206T	Summit	Summit X670V48tBFMIXTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of 10GBaseT ports)one VIM4 slot(unpopulated)Extreme XOS Advanced Edge License1 FronttoBack 550W AC power supply1 FronttoBack 550W DC power supplyBackto Front airflow fansTAA	1 Year Warranty	03/01/2024
17310T	Summit	X670G248x4qFBACTAA	TAA Summit X670G248x4q 48 10GBASEX SFP+ and 4 40GBASEX QSFP+ ExtremeXOS Advanced Edge License 2 550W AC Power Supplies with FronttoBack airflow and 3 FronttoBack airflow fan modules	1 Year Warranty	
17401G	Summit	X62016xBF TAA	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 BF 300W AC power supplies 1 BF Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17401T	Summit	X62016xFB TAA	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 FB 300W	Limited Lifetime Warranty	

			AC power supplies 1 FB Fan Module ExtremeXOS Edge license	with express Advanced Hardware Replacement-2	
17402G	Summit	X62016tBF TAA	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 BF 300W AC power supplies 1 BF Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17402T	Summit	X62016tFB TAA	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 FB 300W AC power supplies 1 FB Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
18104-6PK	VPE	V40048p10GE4 6Pack	Six Pack of V400 Series 48 101001000BASET PoE 4 100010GBaseX unpopulated SFP ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
1G-SFP-000190	SRA	FRUSFP1GE COPPER1PKROHSBR	FRUSFP1GE COPPER1PKROHSBR	1 Year Warranty	10/31/2024
1G-SFP-BXD	SRA	1000BASEBXD SFP 1490NM SMF LC (CON	1000BASEBXD SFP 1490NM SMF LC (CON	1 Year Warranty	10/31/2024
1G-SFP-BXU	SRA	1000BASEBXU SFP 1310NM SMF LC (CON	1000BASEBXU SFP 1310NM SMF LC (CON	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1470	SRA	CWDM MGBIC OPTIC 80KM 1470NM LC CONNE	CWDM MGBIC OPTIC 80KM 1470NM LC CONNE	1 Year Warranty	10/31/2024

1G-SFP-CWDM80-1490	SRA	CWDM MGBIC OPTIC 80KM 1490NM LC CONNE	CWDM MGBIC OPTIC 80KM 1490NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1510	SRA	CWDM MGBIC OPTIC 80KM 1510NM LC CONNE	CWDM MGBIC OPTIC 80KM 1510NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1530	SRA	CWDM MGBIC OPTIC 80KM 1530NM LC CONNE	CWDM MGBIC OPTIC 80KM 1530NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1550	SRA	CWDM MGBIC OPTIC 80KM 1550NM LC CONNE	CWDM MGBIC OPTIC 80KM 1550NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1570	SRA	CWDM MGBIC OPTIC 80KM 1570NM LC CONNE	CWDM MGBIC OPTIC 80KM 1570NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1590	SRA	CWDM MGBIC OPTIC 80KM 1590NM LC CONNE	CWDM MGBIC OPTIC 80KM 1590NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1610	SRA	CWDM MGBIC OPTIC 80KM 1610NM LC CONNE	CWDM MGBIC OPTIC 80KM 1610NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-LHA-OM	SRA	1000BASELHA SFP OPTIC SMF LC CONN OP	1000BASELHA SFP OPTIC SMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-LHA-OM-T	SRA	1000BASELHA SFP OPTIC MMF LC CONNECT	1000BASELHA SFP OPTIC MMF LC CONNECT	1 Year Warranty	10/31/2024
1G-SFP-LHB	SRA	MODULE MINIGBIC OPTIC LHB SMF LC	MODULE MINIGBIC OPTIC LHB SMF LC	1 Year Warranty	10/31/2024
1G-SFP-LX-OM	SRA	1000BASELX SFP OPTIC SMF LC CONN OP	1000BASELX SFP OPTIC SMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-LX-OM-8	SRA	1000BASELX SFP OPTIC 8 PACKSMFLC CONN	1000BASELX SFP OPTIC 8 PACKSMFLC CONN	1 Year Warranty	10/31/2024
1G-SFP-LX-OM-T	SRA	1000BASELX SFP OPTIC SMF LC CONNECTOR	1000BASELX SFP OPTIC SMF LC CONNECTOR	1 Year Warranty	10/31/2024
1G-SFP-SX-OM	SRA	1000BASESX SFP OPTIC MMF LC CONN OP	1000BASESX SFP OPTIC MMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-SX-OM-8	SRA	1000BASESX SFP OPTIC 8 PACKMMFLC CONN	1000BASESX SFP OPTIC 8 PACKMMFLC CONN	1 Year Warranty	10/31/2024

1G-SFP-SX-OM-T	SRA	1000BASESX SFP OPTIC MMF LC CONNECTOR	1000BASESX SFP OPTIC MMF LC CONNECTOR	1 Year Warranty	10/31/2024
1G-SFP-TX	SRA	MODULE MINIGBIC TX 1000BASE RJ45	MODULE MINIGBIC TX 1000BASE RJ45	1 Year Warranty	10/31/2024
23844-00-00R	WiNG Wireless	CORD SET18AWG SVT 3COND 7.5FT	CORD SET18AWG SVT 3COND 7.5FT	1 Month Warranty Wing	
25-19371-01	WiNG Wireless	CBL ASSYANTENNA	CBL ASSYANTENNA	1 Month Warranty Wing	
25-72178-01	WiNG Wireless	CABLE JUMPER RPSMA(M) TO RPBNC(F)	CABLE JUMPER RPSMA(M) TO RPBNC(F)	1 Month Warranty Wing	
25-85391-01R	WiNG Wireless	Adapter RPSMAMNM	RPSMA (Male) to Type N (Male) Adapter	1 Month Warranty Wing	
25-85392-01R	WiNG Wireless	Adapter RPSMAMNF	RPSMA (Male) To Type N (Female) Adapter	1 Month Warranty Wing	
25-90262-01R	WiNG Wireless	Adapter RPSMAFNF	RPSMAFemale to NFemale adapter	1 Month Warranty Wing	
25-90263-01R	WiNG Wireless	Adapter RPSMAFNM	RPSMAFemale to NMale adapter	1 Month Warranty Wing	
25-90263-02R	WiNG Wireless	NMALE TO RPSMA FEMALE ADAPTER	NMALE TO RPSMA FEMALE ADAPTER	1 Month Warranty Wing	
25-97593-01R	WiNG Wireless	CBL ASSYSERIAL NULL MODEM DB9RJ45	CBL ASSYSERIAL NULL MODEM DB9RJ45	1 Month Warranty Wing	
25-99175-01R	WiNG Wireless	NType Female to NType Female Adaptor	NType Female to NType Female Adaptor	1 Month Warranty Wing	
25G-SFP28-SR	SRA	25GBASESR SFP28 MODULE100M	25GBASESR SFP28 MODULE100M	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0101	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28COPPER 1MTR 1PK	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0108	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 1MTR8PK	1 Year Warranty	10/31/2024

25G-SFP28-TWX-P-0301	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 3MTR1PK	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0308	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 3MTR8PK	1 Year Warranty	10/31/2024
40GB-C0.5-QSFP	Modular Interfaces	40GB QSFP COPPER DAC 0.5M	40GB, QSFP COPPER DAC 0.5M	1 Year Warranty	
40GB-C01-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 1M	40GB, QSFP COPPER CABLE 1M	1 Year Warranty	
40GB-C03-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 3M	40GB, QSFP COPPER CABLE 3M	1 Year Warranty	
40GB-C07-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 7M	40GB, QSFP COPPER CABLE 7M	1 Year Warranty	
40GB-ESR4-QSFP	Modular Interfaces	40GB EXTENDED REACH SR4 MM QSFP+	40GB EXTENDED REACH SR4, MM QSFP+	1 Year Warranty	
40GB-F10-QSFP	Modular Interfaces	40GB QSFP FIBER CABLE 10M	40GB, QSFP FIBER CABLE 10M	1 Year Warranty	
40GB-F20-QSFP	Modular Interfaces	40GB QSFP FIBER CABLE 20M	40GB, QSFP FIBER CABLE 20M	1 Year Warranty	
40GB-LR4-QSFP	Modular Interfaces	40GB 40GBASELR4 SMF QSFP+	40GB, 40GBASE-LR4 SMF QSFP+	1 Year Warranty	
40GB-LR4-QSFP-G	Modular Interfaces	40GB LR4 SM QSFP+ TAA	40GB, LR4, SM, QSFP+, TAA	1 Year Warranty	
40GB-SR4-QSFP	Modular Interfaces	40GB 40GBASESR4 MMF QSFP+	40GB, 40GBASE-SR4 MMF QSFP+	1 Year Warranty	
40GB-SR4-QSFP-G	Modular Interfaces	40GB SR4 MM QSFP+ TAA	40GB, SR4, MM, QSFP+, TAA	1 Year Warranty	
40G-QSFP-4SFP-AOC-1001	SRA	QSFP+ TO 4 SFP+ ACTIVE OPTICAL CABLE10M	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Optical Breakout Cable 10m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0101	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0301	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 3m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0501	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 5m 1pack	1 Year Warranty	10/31/2024

40G-QSFP-C-0101	SRA	40GB QSFP DIRECT ATTACH CABLE1M	40GE QSFP Direct Attached Copper Cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-C-0501	SRA	40GB QSFP DIRECT ATTACH CABLE5M	40GE QSFP Direct Attached Copper Cable 5m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-ER4-1	SRA	40GBASEER4 QSFP+ (LC)40KM SMF 1PK	40GBASEER4 QSFP+ (LC)40KM SMF 1PK	1 Year Warranty	10/31/2024
40G-QSFP-ESR4	SRA	40GBASESR4 QSFP+ (MODULE) 300M	40GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 1pack	1 Year Warranty	10/31/2024
40G-QSFP-ESR4-8	SRA	40GBASEESR4 QSFP+ OPTIC 300M MMF 8PACK	40GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 8pack	1 Year Warranty	10/31/2024
40G-QSFP-LM4	SRA	40GBASELM4 QSFP+160M OM4 MMF2KM SMF	40GBASELM4 QSFP+ 1310nm 160m over duplex LC OM4 MMF 2km over duplex LC SMF	1 Year Warranty	10/31/2024
40G-QSFP-LR4-1	SRA	40GQSFPLR4 OPTIC (LC)	40GQSFPLR4 OPTIC (LC)	1 Year Warranty	10/31/2024
40G-QSFP-LR4-8	SRA	40GBASELR4 QSFP+ OPTIC (LC)10KM 8PACK	40GBaseLR4 QSFP+ optic (LC) for up to 10km over SMF 8PACK	1 Year Warranty	10/31/2024
40G-QSFP-LR4-INT	SRA	4X10GBASELR4 QSFP+ TO 4 SFP+ (MODULE)	40GBaseLR4 QSFP+ to 4 SFP+ optic (LC) for up to 10km over SMF 1pack	1 Year Warranty	10/31/2024
40G-QSFP-LR4-INT-8	SRA	4X10GBASELR4 QSFP+ TO 4 SFP+ (8PACK)	4X10GBASELR4 QSFP+ TO 4 SFP+ (8PACK)	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-AOC-1001	SRA	40GB QSFP DIRECT ATTACH AOC10M	40GE Direct Attached QSFP+ to QSFP+ Active Optical Cable 10m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0101	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB1M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0301	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB3M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 3m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0501	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB5M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 5m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-P-0501	SRA	40GB QSFP PASSIVE DIRECT ATTACH CABLE5M	40GE Passive Direct Attached QSFP+ to QSFP+ Active Copper cable 5m 1pack	1 Year Warranty	10/31/2024

40G-QSFP-SR4-1	SRA	QSFP+ TRANSCEIVER (40GBASESR4 STANDARD	QSFP+ TRANSCEIVER (40GBASESR4 STANDARD	1 Year Warranty	10/31/2024
40G-QSFP-SR4-8	SRA	40GBASESR4 QSFP+ OPTIC 100M MMF 8PACK	40GBASESR4 QSFP+ optic (MTP 1x8 or 1x12) 100m over MMF 8pack	1 Year Warranty	10/31/2024
40G-QSFP-SR4-INT	SRA	QSFP+ TRANSCEIVER (10GBASESR COMPATIBLE	40GBASESR4 QSFP+ optic (MTP 1x8 or 1x12) 100m over MMF compatible with 10GBASESR 10G breakoutcapable 1pack	1 Year Warranty	10/31/2024
40G-QSFP-SR-BIDI	SRA	40GE SR QSFP+ (LC) BIDIRECTIONAL	40GE SR QSFP+ optic (LC) Bidirectional 100m over OM3 MMF	1 Year Warranty	10/31/2024
41632B	BD 8K	BD 890010G24Xc	DCB BlackDiamond 8900 24port 10GBASEX SFP+	1 Year Warranty	06/30/2023
50-16000-182R	WiNG Wireless	ACCord NEMA 115P	AC Line Cord 1.8M ungrounded two wire NEMA 115P US for power supplies 5014000243R	1 Month Warranty Wing	
50-16000-217R	WiNG Wireless	CORDPWR18AWG10A250VAUSTRALIA	CORDPWR18AWG10A250VAUSTRALIA	1 Month Warranty Wing	
50-16000-218R	WiNG Wireless	CORDPWR18AWG10A250VJAPAN	CORDPWR18AWG10A250VJAPAN	1 Month Warranty Wing	
50-16000-219R	WiNG Wireless	CORDPWR18AWG10A250VUK	CORDPWR18AWG10A250VUK	1 Month Warranty Wing	
50-16000-220R	WiNG Wireless	CORDPWR18AWG6A250VEUROPE	CORDPWR18AWG6A250VEUROPE	1 Month Warranty Wing	
50-16000-221R	WiNG Wireless	CORDPWR18AWG10A125VUSA	CORDPWR18AWG10A125VUSA	1 Month Warranty Wing	
50-16000-255R	WiNG Wireless	ACCord CEE7/16	AC Line Cord 1.8M ungrounded two wire CEE7/16 Europe Abu Dhabi Bolivia Dubai Egypt Iran Korea Russia Vietnam For power supply 5014000243R	1 Month Warranty Wing	

50-16000-256R	WiNG Wireless	CORDPWR S. KOREA CONT. EUROPE CEE7	CORDPWR S. KOREA CONT. EUROPE CEE7	1 Month Warranty Wing	
50-16000-257R	WiNG Wireless	CORDPWR CHINA	CORDPWR CHINA	1 Month Warranty Wing	
50-16000-386R	WiNG Wireless	CBL ASSYCS1504 SERIAL TO USB CONV	CBL ASSYCS1504 SERIAL TO USB CONV	1 Month Warranty Wing	
50-16000-664R	WiNG Wireless	ACCord GB209911996	AC Line Cord 1.8M ungrounded two wire GB 209911996 plug Associated Country China For power supply 5014000243R	1 Month Warranty Wing	
50-16000-666R	WiNG Wireless	ACCord AS 3112	AC Line Cord 1.8M ungrounded two wire AS 3112 plug Associated Country Australia For pwer supply 5014000243R	1 Month Warranty Wing	
50-16000-669R	WiNG Wireless	CORDACPWR18AWG250V10A1.8MBLKIN	CORDACPWR18AWG250V10A1.8MBLKINDIA	1 Month Warranty Wing	
50-16000-670R	WiNG Wireless	ACCord BS 1363	AC Line Cord 1.8M ungrounded two wire BS 1363 Plug Associated Countries Bermuda Hong Kong Iraq Malaysia Singapore and United Kingdom For power supply 5014000243R	1 Month Warranty Wing	
50-16000-671R	WiNG Wireless	CORDACPWR18AWG250V10A1.8MBLKITL	CORDACPWR18AWG250V10A1.8MBLKITALY	1 Month Warranty Wing	
50-16000-672R	WiNG Wireless	CORDACPW18AWG250V10A1.8MBLKIR	CORDACPW18AWG250V10A1.8MBLKISRAEL	1 Month Warranty Wing	
50-16000-727R	WiNG Wireless	CORDACPWR18AWG3PLUGBLK10ABZ	CORDACPWR18AWG3PLUGBLK10ABRAZIL	1 Month Warranty Wing	
5601013-D	Cables/Connectivity	DENMARKCORDSRAFC13	0	No Warranty	
5601013-F	Cables/Connectivity	BRAZILCORDNBR 14136 10A C13	BRAZIL,CORD,NBR 14136, 10A, C13	No Warranty	

5601013-U2	Cables/Connectivity	USACORDNEMA 615C13 208250V	USA,CORD,NEMA 6-15,C13	No Warranty	
5601313-J	Cables/Connectivity	JUMPERCORDC14C13	JUMPER,CORD,C14,C13	No Warranty	
5601313-U1	Cables/Connectivity	USACORDNEMA 515C13	USA,CORD,NEMA 5-15,C13	No Warranty	
5601313-U1L5	Cables/Connectivity	USA CORD NEMA L5/15P C13 3.5 M	USA, CORD, NEMA L5/15P, C13, 3.5 M	No Warranty	
5601513-F	Cables/Connectivity	BRAZILCORD NBR 14136 20A C13	BRAZIL,CORD NBR 14136, 20A, C13	No Warranty	
5601513-U1	Cables/Connectivity	USACORDNEMA 515 C13 14 AWG	USA,CORD,NEMA 5-15, C13, 14 AWG	No Warranty	
5602019-AS	Cables/Connectivity	AUSTRALIACORDAS3112C19SHLD	AUSTRALIA,CORD,AS 3112,C19,SHLD	No Warranty	
5602019-BS	Cables/Connectivity	SOUTH AFRICACORDSABS 164/1C19SHLD	SOUTH AFRICA,CORD,SABS 164/1,C19,SHLD	No Warranty	
5602019-CS	Cables/Connectivity	ARGENTINACORDIRAM 2073C19SHLD	ARGENTINA,CORD,IRAM 2073,C19,SHLD	No Warranty	
5602019-ES	Cables/Connectivity	EUROPECORDCEE7C19SHLD	EUROPE,CORD,CEE7,C19,SHLD	No Warranty	
5602019-FS	Cables/Connectivity	BRAZILCORDNBR 14136 20A C19 SHLD	BRAZIL,CORD,NBR 14136 20A, C19, SHLD	No Warranty	
5602019-J	Cables/Connectivity	CORD JUMPER C19 C20	CORD, JUMPER, C19, C20	No Warranty	
5602019-KS	Cables/Connectivity	UKCORDBS 1363C19SHLD	UK,CORD,BS 1363,C19,SHLD	No Warranty	
5602019-SS	Cables/Connectivity	SWISSCORDSEV1011C19SHLD	SWISS,CORD,SEV1011, C19,SHLD	No Warranty	
5602019-US1	Cables/Connectivity	USACORDNEMA 520C19SHLD	USA,CORD,NEMA 5-20,C19,SHLD	No Warranty	
5602019-US2	Cables/Connectivity	USACORDNEMA 620C19SHLD	USA,CORD,NEMA 6-20,C19,SHLD	No Warranty	
5602019-US2L6	Cables/Connectivity	TWISTLOCK NEMA L615 US 220VAC	TWISTLOCK NEMA L615 US 220VAC	No Warranty	
5602019-US2L620	Cables/Connectivity	TWISTLOCK NEMA L620 US 220VAC	TWISTLOCK NEMA L6-20 US 220VAC	No Warranty	
5602019-USL1	Cables/Connectivity	USACORDNEMA 520C19SHLD 3M	USA,CORD,NEMA 5-20,C19,SHLD, 3M	No Warranty	
71A-71GFAN	Fixed ETS	7100G FAN MODULE SPARE	7100G FAN MODULE SPARE	5 Year Warranty	05/30/2024
71A-EOS-ADVL3	Fixed ETS	7100 ADVANCE ROUTING LICENSE	7100 ADVANCE ROUTING LICENSE	Software Warranty	05/30/2024
71A-EOS-G-ADVL3	Fixed ETS	7100G ADVANCED ROUTING LICENSE	7100G ADVANCED ROUTING LICENSE	Software Warranty	05/30/2024

71A-EOS-GMACSEC	Fixed ETS	7100G MACSEC LICENSE	7100G MACSEC LICENSE	Software Warranty	
71A-EOS-KMACSEC	Fixed ETS	7100K MACSEC LICENSE	7100K MACSEC LICENSE	Software Warranty	
71A-FAN	Fixed ETS	7100 FAN MODULE SPARE	7100 FAN MODULE SPARE	1 Year Warranty	05/30/2024
71A-POE-A	Fixed ETS	7100G POE POWER SUPPLY I/O SIDE EXHAUST	7100G POE POWER SUPPLY I/O SIDE EXHAUST	1 Year Warranty	05/30/2024
71A-POE-B	Fixed ETS	7100G POE POWER SUPPLY I/O SIDE INTAKE	7100G POE POWER SUPPLY I/O SIDE INTAKE	1 Year Warranty	05/30/2024
71A-PS-A	Fixed ETS	7100 POWER SUPPLY I/O SIDE AIR EXHAUST	7100 POWER SUPPLY I/O SIDE AIR EXHAUST	1 Year Warranty	05/30/2024
71A-PS-B	Fixed ETS	7100 POWER SUPPLY I/O SIDE AIR INTAKE	7100 POWER SUPPLY I/O SIDE AIR INTAKE	1 Year Warranty	05/30/2024
71A-RACK-U	Fixed ETS	7100 UNIVERSAL RACK MOUNT KIT		1 Year Warranty	05/30/2024
71G11K2L2-48	Fixed ETS	7148GF 48 PORT SFP 2 SFP+ 2 QSFP+	7148GF 48 PORT SFP 2 SFP+ 2 QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024
71G21K2L2-24P24	Fixed ETS	7124/24G 24 PORT POE 24 SFP 2 SFP+2 QSFP	7124/24G 24 PORT POE 24 SFP 2 SFP+2 QSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024
71G21K2L2-48P	Fixed ETS	7148G 48 PORT POE 2 SFP+ 2 QSFP+	7148G 48 PORT POE 2 SFP+ 2 QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024

71K11L4-24	Fixed ETS	7124 24 PORTS SFP+ W/ 4 40GIG QSFP+	7124 24 PORTS SFP+ W/ 4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K11L4-48	Fixed ETS	7148 48 PORTS SFP+ WITH 4 40GIG QSFP+	7148 48 PORTS SFP+ WITH 4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K91L4-24	Fixed ETS	7124T 24 PORTS 10GBASET W/4 40GIG QSFP+	7124T 24 PORTS 10GBASET W/4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K91L4-48	Fixed ETS	7148T 48 PORTS 10GBASET W/ 4 40GIG Q	7148T 48 PORTS 10GBASET W/ 4 40GIG Q	1 Year Warranty	05/30/2024
8G-SFP-000153	SRA	FRUSFPLWL8G10KM1PKBR	FRUSFPLWL8G10KM1PKBR	1 Year Warranty	10/31/2024
8G-SFP-000163	SRA	FRUSFPSWL8G1PKBR	FRUSFPSWL8G1PKBR	1 Year Warranty	10/31/2024
8G-SFP-000164	SRA	FRUSFPSWL8G8PKBR	FRUSFPSWL8G8PKBR	1 Year Warranty	10/31/2024
8G-SFP-000172	SRA	FRUSFPLWL8G10KM8PKBR	FRUSFPLWL8G10KM8PKBR	1 Year Warranty	10/31/2024
8G-SFP-000174	SRA	FRUSFP+ELWL8G25KM1PKBR	FRUSFP+ELWL8G25KM1PKBR	1 Year Warranty	10/31/2024
9380010-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX 10GB MM FBR 3M	CBL ASSY, LC TO LC DPLX, 10GB MM FBR, 3M	No Warranty	
9380011-3M	Cables/Connectivity	CBL ASSY ST TO LC DPLX 10GB MM FBR 3M	CBL ASSY, ST TO LC DPLX, 10GB MM FBR 3M	No Warranty	
9380012-3M	Cables/Connectivity	CBL ASSY SC TO LC DPLX 10GB MM FBR 3M	CBL ASSY, SC TO LC DPLX, 10GB MM FBR, 3M	No Warranty	
9380014-5M	Cables/Connectivity	CBL MPO 4 LC DPLXPLENUM10 GB MM 5M	CBL, MPO- 4 LC DPLX,PLENUM,10 GB MM, 5M	No Warranty	
9380527-3M	Cables/Connectivity	CBL ASSY LC TO SC DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO SC DPLX, 62.5 MM FBR, 3M	No Warranty	
9380528-3M	Cables/Connectivity	CBL ASSY LC TO ST DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO ST DPLX, 62.5 MM FBR, 3M	No Warranty	
9380529-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO LC DPLX, 62.5 MM FBR, 3M	No Warranty	
9380530-3M	Cables/Connectivity	CBL ASSY LC TO SC DPLX SM FBR 3M	CBL ASSY, LC TO SC DPLX, SM FBR, 3M	No Warranty	
9380531-3M	Cables/Connectivity	CBL ASSY LC TO ST DPLX SM FBR 3M	CBL ASSY, LC TO ST DPLX, SM FBR, 3M	No Warranty	

9380532-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX SM FBR 3M	CBL ASSY, LC TO LC DPLX, SM FBR, 3M	No Warranty	
A4H124-24FX	Fixed L2	HIGH AVAILABILITY 24 PORT 100BASEFX A4	HIGH AVAILABILITY 24 PORT 100BASEFX A4	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-24P	Fixed L2	24 PORT 10/100 POE A4 SWITCH	24 PORT 10/100 POE A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-24TX	Fixed L2	HIGH AVAILABILITY 24 PORT 10/100 A4	HIGH AVAILABILITY 24 PORT 10/100 A4	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
A4H124-48	Fixed L2	48 PORT 10/100 A4 SWITCH	48 PORT 10/100 A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-48P	Fixed L2	48 PORT 10/100 POE A4 SWITCH	48 PORT 10/100 POE A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
A4H254-8F8T	Fixed L2	HIGH AVAILABILITY A4 W 8TX 8FX	HIGH AVAILABILITY A4 W 8TX 8FX	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
AA0020049-E6	EAN	PWR CRD 20A/125V NEMA 520 NA	POWER CORD 20A/125V NEMA 520 NORTH AMERICA	1 Year Warranty	06/30/2022
AA0020050-E6	EAN	PWR CRD 15A/250V NEMA 615 NA	POWER CORD 15A/250V NEMA 615 NORTH AMERICA	1 Year Warranty	
AA0020051-E6	EAN	PWR CRD 16A/250V CEE7/7 EURO	POWER CORD 16A/250V CEE7/7 CONTINENTAL EUROPE	1 Year Warranty	
AA0020052-E6	EAN	PWR CRD 16A/250V CEI23 ITALY	POWER CORD 16A/250V CEI 2350 S17 ITALY	1 Year Warranty	
AA0020053-E6	EAN	PWR CRD 16A/250V SI32 ISRAEL	POWER CORD 16A/250V SI 32 ISRAEL	1 Year Warranty	
AA0020054-E6	EAN	PWR CRD 15A/250V BS546 IND/SAF	POWER CORD 15A/250V BS546 INDIA / SOUTH AFRICA	1 Year Warranty	
AA0020055-E6	EAN	PWR CRD 16A/230V 3PIN INTL	POWER CORD 16A/230V 3PIN IEC60309 INTERNATIONAL	1 Year Warranty	
AA0020056-E6	EAN	PWR CRD 20A/250V NEMA L620 NA	POWER CORD 20A/250V NEMA L620 TWIST LOCK NORTH AMERICA	1 Year Warranty	
AA0020057-E6	EAN	PWR CRD 15A/250V AS 3112 AU	POWER CORD 15A/250V AS 3112 AUSTRALIA	1 Year Warranty	
AA0020058-E6	EAN	PWR CRD 13A/230V BS1362 UK/IRE	POWER CORD 13A/230V BS 1362 UK AND IRELAND	1 Year Warranty	
AA0020059-E6	EAN	PWR CRD 16A/250V GB11918 CHINA	POWER CORD 16A/250V GB 1191889 GREATER CHINA	1 Year Warranty	

AA0020060-E6	EAN	PWR CRD 15A/250V NEMA L615 NA	POWER CORD 15A/250V NEMA L615 TWIST LOCK NORTH AMERICA	1 Year Warranty	
AA0020062 E6	EAN	POWER CORD IEC C13 TO NEMA 515P USA	POWER CORD 2.5M 10A IEC C15 TO NEMA 515 USA	1 Year Warranty	
AA0020063 E6	EAN	POWER CORD IEC C13 TO BS1363 UK	POWER CORD 2.5M 10A IEC C13 TO BS1363 UK	1 Year Warranty	
AA0020064 E6	EAN	POWER CORD IEC C13 TO CEE 7/17 EU	POWER CORD 2.5M 10A IEC C13 TO CEE 7/17 EU	1 Year Warranty	
AA0020067 E6	EAN	POWER CORD IEC C13 TO IS1293 INDIA	POWER CORD IEC C13 TO IS1293 INDIA	1 Year Warranty	
AA0020068 E6	EAN	POWER CORD IEC C13 TO AS 3112 AUST	POWER CORD 2.5M 10 IEC C13 TO AS 3112	1 Year Warranty	
AA0020069 E6	EAN	POWER CORD IEC C13 JAPAN TAIWAN	POWER CORD 2.5M 12A IEC C13 TO JIS 8303 JAPAN CNS10917 TAIWAN	1 Year Warranty	
AA0020071-E6	EAN	POWER CORD IEC C15 TO BS1363 UK	POWER CORD 2.5M 10A IEC C15 TO BS1363 UK	1 Year Warranty	
AA0020072-E6	EAN	POWER CORD IEC C15 TO CEE 7/17 EU	POWER CORD 2.5M 10A IEC C15 TO CEE 7/17 EU	1 Year Warranty	
AA0020073-E6	EAN	POWER CORD IEC C15 TO JIS C8303 JAPAN	POWER CORD 2.5 M 10A IEC C15 TO JIS C8303 JAPAN	1 Year Warranty	
AA0020074-E6	EAN	POWER CORD IEC C15 TO NEMA 515 USA	POWER CORD 2.0M 10A IEC C15 TO NEMA 515 USA	1 Year Warranty	
AA0020075-E6	EAN	POWER CORD IEC C15 TO AUS3112 AUS NZ	POWER CORD 2.5M 10A IEC C15 TO AUS3112 AUS NZ	1 Year Warranty	
AA0020076-E6	EAN	VSP PWR CRD 20A/125V NEMA 520 NA	VSP PWR CRD 20A/125V NEMA 520 NA	No Warranty	
AA0020077-E6	EAN	VSP PWR CRD 15A/250V NEMA 615 NA	VSP PWR CRD 15A/250V NEMA 615 NA	No Warranty	
AA0020078-E6	EAN	VSP PWR CRD 16A/250V CEE7/7 EURO	VSP PWR CRD 16A/250V CEE7/7 EURO	No Warranty	
AA0020079-E6	EAN	VSP PWR CRD 16A/250V CEI23 ITALY	VSP PWR CRD 16A/250V CEI23 ITALY	No Warranty	

AA0020080-E6	EAN	VSP PWR CRD 16A/250V SI32 ISRAEL	VSP PWR CRD 16A/250V SI32 ISRAEL	No Warranty	
AA0020081-E6	EAN	PWR CRD 16A/250V IEC C19 SAN 1641 SAF	PWR CRD 16A/250V IEC C19 SAN 1641 SAF	No Warranty	
AA0020082-E6	EAN	VSP PWR CRD 16A/230V 3PIN INTL	VSP PWR CRD 16A/230V 3PIN INTL	No Warranty	
AA0020083-E6	EAN	VSP PWR CRD 20A/250V NEMA L620 NA	VSP PWR CRD 20A/250V NEMA L620 NA	No Warranty	
AA0020084-E6	EAN	VSP PWR CRD 15A/250V AS 3112 AU	VSP PWR CRD 15A/250V AS 3112 AU	No Warranty	
AA0020085-E6	EAN	VSP PWR CRD 13A/230V BS1362 UK/IRE	VSP PWR CRD 13A/230V BS1362 UK/IRE	No Warranty	
AA0020086-E6	EAN	VSP PWR CRD 16A/250V GB11918 CHINA	VSP PWR CRD 16A/250V GB11918 CHINA	No Warranty	
AA0020087-E6	EAN	VSP PWR CRD 15A/250V NEMA L615 NA	VSP PWR CRD 15A/250V NEMA L615 NA	No Warranty	
AA0020094-E6	EAN	POWER CORD C15 TO CNS10917 TAIWAN	POWER CORD 2.5M IEC C15 TO CNS10917 TAIWAN	1 Year Warranty	
AA0020097-E6	EAN	POWER CORD C15 TO SANS 1641 S. AFRICA	POWER CORD C15 TO SANS 1641 SOUTH AFRICA	1 Year Warranty	
AA0020100-E6	EAN	POWER CORD C15 TO NBR 14136 BRAZIL	POWER CORD 2.5M IEC C15 TO NBR 14136 BRAZIL	1 Year Warranty	
AA0020101-E6	EAN	POWER CORD C13 TO NBR 14136 BRAZIL	POWER CORD2.5M IEC C13 TO NBR 14136 BRAZIL	1 Year Warranty	
AA0020102-E6	EAN	POWER CORD C19 TO NBR 14136 BRAZIL	POWER CORD C19 TO NBR 14136 BRAZIL	No Warranty	
AA0020103-E6	EAN	POWER CORD C15 TO SEV 1011 SWISS	POWER CORD 2.5M IEC C15 TO SEV 1011 SWITZERLAND	1 Year Warranty	
AA0020104-E6	EAN	POWER CORD C13 TO SEV 1011 SWISS	POWER CORD 2.5M IEC C13 TO SEV 1011 SWITZERLAND	1 Year Warranty	
AA0020105-E6	EAN	POWER CORD C15 TO CEI 2316 ITALY	POWER CORD 2.5M IEC C15 TO CEI 2316 ITALY	1 Year Warranty	
AA0020106-E6	EAN	POWER CORD C15 TO SI32 ISRAEL	POWER CORD 2.5M IEC C15 TO SI32 ISRAEL	1 Year Warranty	

AA0020107-E6	EAN	POWER CORD C13 TO SI32 ISRAEL	POWER CORD 2.5M IEC C13 TO SI32 ISRAEL	1 Year Warranty	
AA0020108-E6	EAN	POWER CORD C15 TO L615P	POWER CORD C15 TO L615P 250V/15A 2.5 METER TWIST AND LOCK	1 Year Warranty	
AA0020109-E6	EAN	POWER CORD C15 TO BS546 INDIA	POWER CORD 2.5M IEC C15 TO BS546 INDIA	1 Year Warranty	
AA0020110-E6	EAN	PWER CORD C15 TO IRAM 2073 ARGENTINA	POWER CORD 2.5M IEC C15 TO IRAM 2073 ARGENTINA	1 Year Warranty	
AA0020112-E6	EAN	VSP8608 DC Pwr Cord for EC8605A02E6	VSP8608 DC Pwr Cord for EC8605A02E6	No Warranty	
AA1403001-E5	EAN	XFP LR/LW LAN/WAN SM 10KM	1 PORT 10GBASELR/LW XFP LAN/WAN SINGLE MODE UPTO 10KM	1 Year Warranty	
AA1403005-E5	EAN	XFP SR MMF UPTO 300M	1 PORT 10GBASESR XFP MULTIMODE FIBRE UPTO 300M	1 Year Warranty	
AA1403011-E6	EAN	SFP+ LR SM 10KM	SFP+ LR SM 10KM	1 Year Warranty	
AA1403011-E6HT	EAN	10GBLR SFP+ SMF UP TO 10KM (HT 85C)	10GBASELR (SFP+) 10G SUPPORTS SMF UP TO 10KM (HIGHTEMP 0C TO 85C)	1 Year Warranty	
AA1403013-E6	EAN	SFP+ ER SM 10KM	SFP+ ER SM 10KM	1 Year Warranty	
AA1403015-E6	EAN	SFP+ SR MMF 300M	SFP+ SR MMF 300M	1 Year Warranty	
AA1403015-E6HT	EAN	10GBSR SFP+ MMF UP TO 300M (HT 85C)	10GBASESR (SFP+) 10G SUPPORTS MMF UP TO 300M (HIGHTEMP 0C TO 85C)	1 Year Warranty	
AA1403016-E6	EAN	1PORT 10GE SFP+ LONG REACHZR	1PORT 10GE SFP+ LONG REACHZR	1 Year Warranty	
AA1403017-E6	EAN	SFP+ LRM MMF 220M/300M	SFP+ LRM MMF 220M/300M	1 Year Warranty	
AA1403018-E6	EAN	SFP+ DIRECT ATTACH CABLE 10M	SFP+ DIRECT ATTACH CABLE 10M	1 Year Warranty	
AA1403019-E6	EAN	SFP+ DIRECT ATTACH CABLE 3M	SFP+ DIRECT ATTACH CABLE 3M	1 Year Warranty	
AA1403020-E6	EAN	SFP+ DIRECT ATTACH CABLE 5M	SFP+ DIRECT ATTACH CABLE 5M	1 Year Warranty	

AA1403022-E6	EAN	SFP+ DIRECT ATTACH CABLE 7M	SFP+ DIRECT ATTACH CABLE 7M	1 Year Warranty	
AA1403043-E6	EAN	10GBaseT SFP+ RJ45 Conn Upto 30m	10GBaseT SFP+ RJ45 Conn Upto 30m	1 Year Warranty	
AA1403165-E6	EAN	1 PRT CWDM SFP+ 1550NM 70KM	1 PRT CWDM SFP+ 1550NM 70KM	1 Year Warranty	
AA1403169-E6	EAN	10GBX 10km SFP+ TX/RX pair AA1403170	10GBX 10km SFP+ TX/RX pair AA1403170	1 Year Warranty	
AA1403170-E6	EAN	10GBX 10km SFP+ RX/TX pair AA1403169	10GBX 10km SFP+ RX/TX pair AA1403169	1 Year Warranty	
AA1404001-E6	EAN	40GBASELR4 QSFP+ TRANSCEIVER	40GBASELR4 QSFP+ TRANSCEIVER	1 Year Warranty	
AA1404002-E6	EAN	40G LM4 QSFP+ UP TO 80m ON MMF	40G LM4 QSFP+ UP TO 80m ON MMF	1 Year Warranty	
AA1404003-E6	EAN	40GER4 QSFP+ 1310nm SMF up to 30km	40GER4 QSFP+ 1310nm SMF up to 30km	1 Year Warranty	
AA1404005-E6	EAN	40GSR4/4X10GSR QSFP+ TRANSCEIVER	40GSR4/4X10GSR QSFP+ TRANSCEIVER	1 Year Warranty	
AA1404006-E6	EAN	40GBASEESR4/4x10GBASESR Upto 300m	40GBASEESR4/4x10GBASESR Upto 300m	1 Year Warranty	
AA1404028-E6	EAN	QSFP+ TO QSFP+ 10M AOC	QSFP+ TO QSFP+ 10M AOC	1 Year Warranty	
AA1404029-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 1M	QSFP+ TO QSFP+ DAC CABLE 1M	1 Year Warranty	
AA1404030-E6	EAN	QSFP+ TO QSFP+ DAC 2M PASSIVE COPPER	QSFP+ TO QSFP+ DAC 2M PASSIVE COPPER	1 Year Warranty	
AA1404031-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 3M	QSFP+ TO QSFP+ DAC CABLE 3M	1 Year Warranty	
AA1404032-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 5M	QSFP+ TO QSFP+ DAC CABLE 5M	1 Year Warranty	
AA1404033-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 1M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 1M	1 Year Warranty	
AA1404035-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 3M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 3M	1 Year Warranty	
AA1404036-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 5M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 5M	1 Year Warranty	
AA1404037-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 0.5M	QSFP+ TO QSFP+ DAC CABLE 0.5M	1 Year Warranty	
AA1404041-E6	EAN	QSFP+ TO 4SFP+ AOC 10M (ACTIVE)	QSFP+ TO 4SFP+ AOC 10M (ACTIVE)	1 Year Warranty	
AA1405001-E6	EAN	100GBASELR4 QSFP28 (LC Connector)	100GBASELR4 QSFP28 (LC Connector)	1 Year Warranty	
AA1405005-E6	EAN	100GBASESR4 QSFP28 (MPO Connector)	100GBASESR4 QSFP28 (MPO Connector)	1 Year Warranty	
AA1405029-E6	EAN	100G QSFP28 TO QSFP28 DAC 1M	100G QSFP28 TO QSFP28 DAC 1M	1 Year Warranty	

AA1405031-E6	EAN	100G QSFP28 TO QSFP28 DAC 3M	100G QSFP28 TO QSFP28 DAC 3M	1 Year Warranty	
AA1405032-E6	EAN	100G QSFP28 TO QSFP28 DAC 5M	100G QSFP28 TO QSFP28 DAC 5M	1 Year Warranty	
AA1419043-E6	EAN	SFP 1000BASET (RJ45)	SFP 1000BASET (RJ45)	1 Year Warranty	
AA1419048-E6	EAN	SFP 1000BASESX DDI (LC)	SFP 1000BASESX DDI (LC)	1 Year Warranty	
AA1419049-E6	EAN	SFP 1000BASELX DDI (LC)	SFP 1000BASELX DDI (LC)	1 Year Warranty	
AA1419065-E6	EAN	SFP CWDM DDI (LC) 1550NM 70KM	SFP CWDM DDI (LC) 1550NM 70KM	1 Year Warranty	
AA1419069-E6	EAN	SFP 1000BASEBX (LC) 1310NM	SFP 1000BASEBX (LC) 1310NM	1 Year Warranty	
AA1419070-E6	EAN	SFP 1000BASEBX (LC) 1490NM	SFP 1000BASEBX (LC) 1490NM	1 Year Warranty	
AA1419074-E6	EAN	SFP 100BASEFX (LC)	1 PORT 100BASEFX SFP (LC)	1 Year Warranty	
AD-CMC-P-1	WiNG Wireless	LICENSE CENTRALIZED MANAGEMENT CONSOLE	LICENSE CENTRALIZED MANAGEMENT CONSOLE	Software Warranty	
AD-FERS-P-1	WiNG Wireless	LICENSERADIOSHARE ADV FORENSICS 1 AP	LICENSERADIOSHARE ADV FORENSICS 1 AP	Software Warranty	
AD-FESN-P-1	WiNG Wireless	LICENSE ADV FORENSICS FOR ONE SENSORAD	LICENSE ADV FORENSICS FOR ONE SENSORAD	Software Warranty	
AD-FLRS-P-1	WiNG Wireless	LICENSERS WIPS FOR 1 SENSORADSP	LICENSERS WIPS FOR 1 SENSORADSP	Software Warranty	
AD-FLRS-P-100	WiNG Wireless	LICENSERS WIPS FOR 100 SENSORADSP	LICENSERS WIPS FOR 100 SENSORADSP	Software Warranty	
AD-FLRS-P-1000	WiNG Wireless	LICENSERS WIPS FOR 1000 SENSORADSP	LICENSERS WIPS FOR 1000 SENSORADSP	Software Warranty	
AD-FLRS-P-2000	WiNG Wireless	LICENSERS WIPS FOR 2000 SENSORADSP	LICENSERS WIPS FOR 2000 SENSORADSP	Software Warranty	
AD-SNFL-P-1	WiNG Wireless	LICENSE WIPS FOR ONE SENSORAIRDEFENSE	LICENSE WIPS FOR ONE SENSORAIRDEFENSE	Software Warranty	
AD-VASN-P-1	WiNG Wireless	LICENSEVULNERABILITY ASSESMNT 1 SENSOR	LICENSEVULNERABILITY ASSESMNT 1 SENSOR	Software Warranty	
AH3313105	EAN	EPM INCREMENTAL 1000	EPM INCREMENTAL 1000	Software Warranty	03/12/2021
AI-DQ04360S	Smart OmniEdge Wireless	AIDQ04360S	AIDQ04360S Dipole Omni Array 5.5dBi/6dBi dual band outdoor with	1 Year Warranty	

			quad feed 36 leads and RPSMA connectors		
AL1011001-E6	EAN	UNIVERSAL RACK MOUNT KIT D	UNIVERSAL RACK MOUNT KIT D ERS48XX ERS55XX ERS56XX VSP4000 VSP7000	1 Year Warranty	
AL1905005-E5	EAN	ERS5600 and VSP4000 300W DC P/S	ERS5600 and VSP4000 300W DC P/S	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/20/2030
AL190506B-E6	EAN	DC PSU 450W ERS5900 VSP7000 B2F	DC POWER SUPPLY 450W ERS5900 VSP7000 BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL190506F-E6	EAN	DC PSU 450W ERS5900 VSP7000 F2B	DC POWER SUPPLY 450W ERS5900 VSP7000 FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A08-E5	EAN	4800GTS/8100 300W AC P/S NO PC	ERS4800GTS/WLAN8100 300W AC RED PSU NO PWR CRD ROHS 6/6	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A09-E6	EAN	ERS4900 250W PSU NO POWER CORD	ERS4900 250W POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty	

				with express Advanced Hardware Replacement	
AL1905A19-E6	EAN	ERS4900 1025W PSU NO POWER CORD	ERS4900 1025W POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A21-E6	EAN	4800GTSPWR+ 1000W AC P/S NO PC	ERS4800GTSPWR+ 1000W AC RED PSU NO PWR CRD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A3B-E6	EAN	ERS5900 B2F 1400W PSU NO PC	ERS5900 1400W AC PSU B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A3F-E6	EAN	ERS5900 F2B 1400W PSU NO PC	ERS5900 1400W AC PSU F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905E19-E6	EAN	ERS4900 1025W PSU NO PC ERATE	ERS4900 1025W POWER SUPPLY UNIT NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement	
AL1905E21-E6	EAN	4800GTSPWR+ 1000W AC P/S NO PC ERATE	ERS4800GTSPWR+ 1000W AC RED PSU NO PWR CRD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905E3F-E6	EAN	ERS5900 F2B 1400W PSU NO PC ERATE	ERS5900 FRONT TO BACK 1400W PSU NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL2011020-E6	EAN	DB9 FEM TO RJ45 CONS CON RED	DB9 FEM TO RJ45 CONS CON RED CONV DB9 M TO RJ45 SERIAL	1 Year Warranty	
AL2011022-E6	EAN	1.5M RJ45/DB9 FEM INTEGR CONS CBL	1.5M RJ45/DB9 INTEGR CONS CABLE W DB9 FEM FOR PC AND RJ45	1 Year Warranty	
AL3500A01-E6	EAN	ERS 3526T NO PC	3526T 24 10/100 PORTS 2 10/100/1000/SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A02-E6	EAN	3550T NO PC	3550T 48 10/100 PORTS 2 10/100/1000/SFP 2 Rr SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL3500A04-E6	EAN	ERS 3510GT NO PC	3510GT NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3500A05-E6	EAN	ERS 3524GT NO PC	3524GT 24 10/100/1000 PORTS 4 SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A06-E6	EAN	3549GTS NO PC	3549GTS 48 10/100/1000 PORTS 2 SHARED SFP 1 SFP+ 2 REAR STK NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A11-E6	EAN	ERS 3526T PWR+ NO PC	3526T PWR+ 24 10/100 POE+ PORTS 2 10/100/1000/SFP 2 RE SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A12-E6	EAN	3550TPWR+ NO PC	3550TPWR+ 48 10/100 POE+ PORTS 2 10/100/1000/SFP 2 Rr SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL3500A14-E6	EAN	ERS 3510GT PWR+ NO PC	ERS3510GTPWR+ NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3500A15-E6	EAN	ERS 3524GT PWR+ NO PC	3524GT PWR+ 24 10/100/1000 POE+ PORTS 4 SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A16-E6	EAN	3549GTSPWR+ NO PC	3549GTSPWR+ 48 10/100/1000 802.3at PoE 1 SFP+ 2 REAR STK NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3511001-E6	EAN	ERS 3500 RACK MOUNT	3500 RACK MOUNT KIT SPARE	1 Year Warranty	
AL3511002-E6	EAN	ERS 3510 PAIR RACK KIT	3510 PAIR RACK KIT JOIN TWO 3510 SWITCHES FOR 19 INCH RACK MNT	1 Year Warranty	
AL3511003-E6	EAN	ERS 3510 SINGLE RACK KIT	3510 SINGLE RACK KIT TO MOUNT ONE 3510 SWITCH IN A19 INCH RACK	1 Year Warranty	
AL3518001-E6	EAN	ERS3500 46CM STACK CABLE	3500SSC STACK CABLE 46CM (1.5FT) FOR 3500 SERIES SWITCHES	1 Year Warranty	
AL3518002-E6	EAN	ERS3500 1.5M STACK CABLE	3500SSC STACK CABLE 1.5M (5FT) FOR	1 Year Warranty	

			3500 SERIES SWITCHES		
AL3518003-E6	EAN	ERS3500 3M STACK CABLE	3500SSC STACK CABLE 3M (10FT) FOR 3500 SERIES SWITCHES	1 Year Warranty	
AL3600A05-E6	EAN	ERS3626GTS NO POWER CORD	ERS3626GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A06-E6	EAN	ERS3650GTS NO POWER CORD	ERS3650GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A15-E6	EAN	ERS3626GTSPWR+ NO POWER CORD	ERS3626GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A16-E6	EAN	ERS3650GTSPWR+ NO POWER CORD	ERS3650GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600E16-E6	EAN	ERS3650GTSPWR+ NO PC ERATE	ERS3650GTSPWR+ NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement-2	
AL4516001	EAN	ERS4500 ADV LIC (1 STACK)	ERS4500 ADVANCED LICENSE KIT (1 SWITCH STACK)	Software Warranty	
AL4518001-E6	EAN	4500 SSC CABLE 46CM (1FT 5IN)	4500 SSC HISTACK CABLE 46CM (1FT 5IN)	1 Year Warranty	
AL4518002-E6	EAN	4500 SSC CABLE 1 5M (5FT)	4500 SSC HISTACK CABLE 1 5M (5FT)	1 Year Warranty	
AL4518003-E6	EAN	4500 SSC CABLE 3M (10FT)	4500 SSC HISTACK CABLE 3M (10FT)	1 Year Warranty	
AL4518004-E6	EAN	4500 SSC CABLE 5M (16FT 4IN)	4500 SSC HISTACK CABLE 5M (16FT 4IN)	1 Year Warranty	
AL4800A78-E6	EAN	ERS 4850GTS NO PC	4850GTS 48 GIG 2 SFP 2 SFP+ PORTS 1 300W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A79-E6	EAN	ERS 4826GTS NO PC	4826GTS 24 GIG 2 SFP 2 SFP+ PORTS 1 300W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A88-E6	EAN	ERS 4850GTSPWR+ NO PC	4850GTSPWR+ 48 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A88-E6GS	EAN	4850GTS PWR+ NO PC GSA	4850GTS POWER PLUS NO POWER CORD GSA	Limited Lifetime Warranty	06/30/2023

				with express Advanced Hardware Replacement-2	
AL4800A89-E6	EAN	ERS 4826GTSPWR+ NO PC	4826GTSPWR+ 24 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A89-E6GS	EAN	4826GTS PWR+ NO PC GSA	4826GTS POWER PLUS NO POWER CORD GSA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800E88-E6	EAN	ERS 4850GTSPWR+ NO PC ERATE	4850GTSPWR+ 48 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/08/2023
AL4800E89-E6	EAN	ERS 4826GTSPWR+ NO PC ERATE	4826GTSPWR+ 24 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/08/2023
AL4900A01-E6	EAN	ERS4926GTS NO POWER CORD	ERS4926GTS NO POWER CORD	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement-2	
AL4900A01-E6GS	EAN	TAA ERS4926GTS NO POWER CORD	ERS4926GTS NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A02-E6	EAN	ERS4926GTSPWR+ NO POWER CORD	ERS4926GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A02-E6GS	EAN	TAA ERS4926GTSPWR+ NO POWER CORD	ERS4926GTSPWR+ NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A03-E6	EAN	ERS4950GTS NO POWER CORD	ERS4950GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A03-E6GS	EAN	TAA ERS4950GTS NO POWER CORD	ERS4950GTS NO POWER CORD TAA	Limited Lifetime Warranty with express	

				Advanced Hardware Replacement-2	
AL4900A04-E6	EAN	ERS4950GTSPWR+ NO POWER CORD	ERS4950GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A04-E6GS	EAN	TAA ERS4950GTSPWR+ NO POWER CORD	ERS4950GTSPWR+ NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E02-E6	EAN	ERS4926GTSPWR+ NO PC ERATE	ERS4926GTSPWR+ BASE SW LICENSE 1025W POWER SUPPLY NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E02-E6ED	EAN	ED SPEC 4950GTS RESTR NA PWR	ERS4926GTSPWR+ NA POWER CORD (EDUC)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E04-E6	EAN	ERS4950GTSPWR+ NO PC ERATE	ERS4950GTSPWR+ BASE SW LICENSE 1025W POWER SUPPLY NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced	

				Hardware Replacement-2	
AL4900E04-E6ED	EAN	ED SPEC 4950GTSPWR RESTR NA PWR	ERS4950GTSPWR+ NA POWER CORD (EDUC)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590001B-E6	EAN	ERS5928GTS DC PSU FANS BACK TO FRONT	ERS5928GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590001F-E6	EAN	ERS5928GTS DC PSU FANS FRONT TO BACK	ERS5928GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590003B-E6	EAN	ERS5952GTS DC PSU FANS BACK TO FRONT	ERS5952GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590003F-E6	EAN	ERS5952GTS DC PSU FANS FRONT TO BACK	ERS5952GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL590005B-E6	EAN	ERS59100GTS DC PSU FANS B TO F	ERS59100GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590005F-E6	EAN	ERS59100GTS DC PSU FANS F TO B	ERS59100GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A1B-E6	EAN	ERS5928GTS B2F 450W PSU NO PC	ERS5928GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A1F-E6	EAN	ERS5928GTS F2B 450W PSU NO PC	ERS5928GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A2B-E6	EAN	ERS5928GTSPWR+ B2F 1400W PSU NO PC	ERS5928GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL5900A2F-E6	EAN	ERS5928GTSPWR+ F2B 1400W PSU NO PC	ERS5928GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL5900A3B-E6	EAN	ERS5952GTS B2F 450W PSU NO PC	ERS5952GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A3F-E6	EAN	ERS5952GTS F2B 450W PSU NO PC	ERS5952GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A4B-E6	EAN	ERS5952GTSPWR+ B2F 1400W PSU NO PC	ERS5952GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A4F-E6	EAN	ERS5952GTSPWR+ F2B 1400W PSU NO PC	ERS5952GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A5B-E6	EAN	ERS59100GTS B2F 450W PSU NO PC	ERS59100GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5B-E6GS	EAN	TAA ERS59100GTS BTF 450W PSU NO PC	ERS59100GTS BTF 450W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5F-E6	EAN	ERS59100GTS F2B 450W PSU NO PC	ERS59100GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5F-E6GS	EAN	TAA ERS59100GTS FTB 450W PSU NO PC	ERS59100GTS FTB 450W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6B-E6	EAN	ERS59100GTSPWR+ B2F 1400W PSU NO PC	ERS59100GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A6B-E6GS	EAN	TAA ERS59100GTSPWR+ BTF PSU NO PC	ERS59100GTSPWR+ BTF PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6F-E6	EAN	ERS59100GTSPWR+ F2B 1400W PSU NO PC	ERS59100GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6F-E6GS	EAN	TAA ERS59100GTSPWR+ FTB PSU NO PC	ERS59100GTSPWR+ FTB PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7B-E6	EAN	ERS5928GTSUPWR B2F 1400W PSU NO PC	ERS5928GTSUPWR B2F 1400W PSU NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7B-E6GS	EAN	TAA ERS5928GTSUPWR BTF PSU NO PC	ERS5928GTSUPWR BTF PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A7F-E6	EAN	ERS5928GTSUPWR F2B 1400W PSU NO PC	ERS5928GTSUPWR F2B 1400W PSU NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7F-E6GS	EAN	TAA ERS5928GTSUPWR FTB PSU NO PC	ERS5928GTSUPWR FTB PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A9B-E6GS	EAN	TAA ERS5928MTS 1400W B to F NO PC	ERS5928MTSUPWR B2F 1400W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A9F-E6GS	EAN	TAA ERS5928MTS 1400W F TO B NO PC	ERS5928MTSUPWR F2B 1400W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900BTF-E6	EAN	ERS5900 B2F FAN TRAY KIT	ERS5900 FAN TRAY B2F	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900E1B-E6GS	EAN	TAA ERS5928GTS B2F 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5928GTS 24 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E1F-E6GS	EAN	TAA ERS5928GTS F2B 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5928GTS 24 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E3B-E6GS	EAN	TAA ERS5952GTS B2F 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E3F-E6GS	EAN	TAA ERS5952GTS F2B 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E4B-E6GS	EAN	TAA ERS5952GTSPWR+ B2F 1400W NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 802.3AT PWR+ 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 1400W	Limited Lifetime Warranty with express Advanced Hardware	

			AA0020108E6 POWER CORD	Replacement-2	
AL5900E4F-E6	EAN	ERS5952GTSPWR+ F2B 1400W NO PC ERATE	ERS5952GTSPWR+ BASE SW LICENSE FRONT TO BACK 1400W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E4F-E6GS	EAN	TAA ERS5952GTSPWR+ F2B 1400W NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 802.3AT PWR+ 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 1400W AA0020108E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E6F-E6	EAN	ERS59100GTSPWR+ F2B NO PC ERATE	ERS59100GTSPWR+ F2B 1400W NO PC ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900FTB-E6	EAN	ERS5900 F2B FAN TRAY KIT	ERS5900 FAN TRAY F2B	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5911001-E6	EAN	ERS49005900 FOUR POST RACK MOUNT	FOUR POST RACK MOUNT KIT FOR ERS4900 ERS5900 VSP7000	1 Year Warranty	

AL7000A0B-E6	EAN	VSP 7000 AC PSU B2F NO PC	VSP 7000 AC POWER SUPPLY BACK2FRONT COOLING (NO PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A0F-E6	EAN	VSP 7000 AC PSU F2B NO PC	VSP 7000 AC POWER SUPPLY FRONT2BACK COOLING (NO PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A1B-E6	EAN	VSP 7000 DC PSU B2F	VSP 7000 DC POWER SUPPLY BACK2FRONT COOLING	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A1F-E6	EAN	VSP 7000 DC PSU F2B	VSP 7000 DC POWER SUPPLY FRONT2BACK COOLING	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AP505i-FCC	Smart OmniEdge Wireless	AP505iFCC	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia	Limited Lifetime Warranty Wing	
AP505i-FCC-TAA	Smart OmniEdge Wireless	AP505iFCCTAA	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal	Limited Lifetime Warranty Wing	

			Antenna Domain US Puerto Rico and Colombia TAA Compliant		
AP505i-WR	Smart OmniEdge Wireless	AP505iWR	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal AntennaDomain EMEA and Rest Of World	Limited Lifetime Warranty Wing	
AP510e-FCC	Smart OmniEdge Wireless	AP510eFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain US Puerto Rico and Colombia.	Limited Lifetime Warranty Wing	
AP510e-FCC-TAA	Smart OmniEdge Wireless	AP510eFCCTAA	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain US Puerto Rico and Colombia TAA Compliant.	Limited Lifetime Warranty Wing	
AP510e-WR	Smart OmniEdge Wireless	AP510eWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain EMEA and Rest Of World.	Limited Lifetime Warranty Wing	
AP510i-FCC	Smart OmniEdge Wireless	AP510iFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia	Limited Lifetime Warranty Wing	

AP510i-FCC-TAA	Smart OmniEdge Wireless	AP510iFCCTAA	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia . TAA Compliant	Limited Lifetime Warranty Wing	
AP510i-WR	Smart OmniEdge Wireless	AP510iWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain EMEA and Rest Of World	Limited Lifetime Warranty Wing	
AP560h-FCC	Smart OmniEdge Wireless	AP560hFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna Domain US and Colombia	1 Year Warranty	
AP560h-WR	Smart OmniEdge Wireless	AP560hWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna Domain Canada EMEA and Singapore	1 Year Warranty	
AP560i-FCC	Smart OmniEdge Wireless	AP560iFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna Domain US and Colombia	1 Year Warranty	
AP560i-WR	Smart OmniEdge Wireless	AP560iWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio	1 Year Warranty	

			802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna Domain Canada EMEA and Singapore		
AP560m-FCC	Smart OmniEdge Wireless	AP560mFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna + Mounting Kit (p/n KT14740702) Domain US and Colombia	1 Year Warranty	
AP560t-FCC	Smart OmniEdge Wireless	AP560tFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna + Mounting Kit (p/n 30520 WSMBOPOLE01 MBOART02) Domain US and Colombia	1 Year Warranty	
AP560u-FCC	Smart OmniEdge Wireless	AP560uFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna + Underseat Mounting Kit (p/n 30524 WSEIO02 EIO03) Domain US and Colombia	1 Year Warranty	
AP-6511-60010-EU	WiNG Wireless	AP6511 802.11N ETHERNET WALLPLATEEU	AP6511 802.11N ETHERNET WALLPLATEEU	Limited Lifetime Warranty Wing	07/13/2022
AP-6511-60010-WR	WiNG Wireless	AP6511 802.11N ETHERNET WALLPLATE WR	AP6511 802.11N ETHERNET WALLPLATE WR	Limited Lifetime Warranty Wing	03/01/2021

AP6511E-60010-APME	WiNG Wireless	AP 6511 EXPRESS 802.11N AP INT ANT WR	AP 6511 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-6511E-60010-EU	WiNG Wireless	AP6511 11N ETHERNET WALLPLATE AP EU	AP6511 11N ETHERNET WALLPLATE AP EU ONLY	Limited Lifetime Warranty Wing	07/13/2022
AP-6511E-60010-WR	WiNG Wireless	AP6511 11N ETHERNET WALLPLATE AP WR	AP6511 11N ETHERNET WALLPLATE AP WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-EU	WiNG Wireless	AP6521802.11N INDEP 1RAD INT ANT EU	AP6521802.11N INDEP 1RAD INT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-IL	WiNG Wireless	AP6521802.11N INDEP 1RAD INT ANT IL	AP6521802.11N INDEP 1RAD INT ANT IL	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-US	WiNG Wireless	AP6521 802.11N SNGL RADIO INT ANT US	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO INTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	07/13/2022
AP-6521-60010-WR	WiNG Wireless	AP6521 802.11N SNGL RADIO INT ANT WR	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO INTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60020-EU	WiNG Wireless	AP6521802.11N INDEP 1RAD EXT ANTEU	AP6521802.11N INDEP 1RAD EXT ANTEU	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60020-US	WiNG Wireless	AP6521 802.11N SNGL RADIO EXT ANT US	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO EXTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	07/13/2022
AP-6521-60020-WR	WiNG Wireless	AP6521 802.11N SNGL RADIO EXT ANT WR	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO EXTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	04/13/2022

AP6521E-60010-APME	WiNG Wireless	AP 6521 EXPRESS 802.11N AP INT ANT WR	AP 6521 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-EU	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO EU	AP6521 11N INTERNAL ANTENNA AP 1 RADIO EU ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-US	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO US	AP6521 11N INTERNAL ANTENNA AP 1 RADIO US ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-WR	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO WR	AP6521 11N INTERNAL ANTENNA AP 1 RADIO WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP6521E-60020-APME	WiNG Wireless	AP 6521 EXPRESS 802.11N AP EXT ANT WR	AP 6521 EXPRESS 802.11N AP EXT ANT WR	Limited Lifetime Warranty Wing	07/13/2022
AP-6521E-60020-EU	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO EU	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO EU ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60020-US	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO US	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO US ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60020-WR	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO WR	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6522-66003P-US	WiNG Wireless	PORTABLE AP US BATTERY POWERED	PORTABLE AP US BATTERY POWERED	1 Year Warranty Wing	01/31/2024
AP-6522-66003PW-US	WiNG Wireless	PORTABLE AP US BATTERY POWERED CUSTOM	PORTABLE AP US BATTERY POWERED CUSTOM	1 Year Warranty Wing	04/29/2024
AP-6522-66030-EU	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANTEU	AP6522802.11N INDEP 2RAD INT ANTEU	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66030-IL	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT IL	AP6522802.11N INDEP 2RAD INT ANT IL	Limited Lifetime Warranty Wing	03/30/2023

AP-6522-66030-US	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT	AP6522802.11N INDEP 2RAD INT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66030-WR	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT	AP6522802.11N INDEP 2RAD INT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-EU	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANTEU	AP6522802.11N INDEP 2RAD EXT ANTEU	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-US	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANT	AP6522802.11N INDEP 2RAD EXT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-WR	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANT	AP6522802.11N INDEP 2RAD EXT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP6522E-66030-APME	WiNG Wireless	AP 6522 EXPRESS 802.11N AP INT ANT WR	AP 6522 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-EU	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO EU	AP6522 11N INTERNAL ANTENNA AP 2 RADIO EU ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-US	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO US	AP6522 11N INTERNAL ANTENNA AP 2 RADIO US ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-WR	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO WR	AP6522 11N INTERNAL ANTENNA AP 2 RADIO WR ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP6522E-66040-APME	WiNG Wireless	AP 6522 EXPRESS 802.11N AP EXT ANT WR	AP 6522 EXPRESS 802.11N AP EXT ANT WR	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66040-EU	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO EU	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO EU ONLY	Limited Lifetime Warranty Wing	03/30/2023

AP-6522E-66040-US	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO US	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO US ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66040-WR	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO WR	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO WR ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-WM-MX-FRZ	WiNG Wireless	AP6522 EXT ANTNX9000 LICCORD ANT	AP 6522 EXT ANTENNA WITH NX9000 LIC POE AC LINE CORD AND ML2452HPA6M6072 ANTENNA	Limited Lifetime Warranty Wing	03/30/2023
AP-6532-66030-WR	WiNG Wireless	AP6532802.11N INDEP 2RADIO INT ANT	AP6532802.11N INDEP 2RADIO INT ANT	Limited Lifetime Warranty Wing	04/13/2022
AP-6532-66040-WR	WiNG Wireless	AP6532802.11N INDEP 2RADIO EXT ANT	AP6532802.11N INDEP 2RADIO EXT ANT	Limited Lifetime Warranty Wing	04/13/2022
AP-6562-66030-EU	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT EU	AP6562OUTDOOR 802.11N AP INT ANT EU	1 Year Warranty Wing	03/30/2023
AP-6562-66030-IL	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT IL	AP6562OUTDOOR 802.11N AP INT ANT IL	1 Year Warranty Wing	03/30/2023
AP-6562-66030-US	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT US	AP6562OUTDOOR 802.11N AP INT ANT US	1 Year Warranty Wing	03/30/2023
AP-6562-66030-WR	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT WR	AP6562OUTDOOR 802.11N AP INT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562-66040-EU	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT EU	AP6562OUTDOOR 802.11N AP EXT ANT EU	1 Year Warranty Wing	03/30/2023
AP-6562-66040-US	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT US	AP6562OUTDOOR 802.11N AP EXT ANT US	1 Year Warranty Wing	03/30/2023
AP-6562-66040-WR	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT WR	AP6562OUTDOOR 802.11N AP EXT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562-6604J-IL	WiNG Wireless	AP6562 802.11N OUTDOOR EXT ANT IL	ACCESS POINTAP6562OUTDOO	1 Year Warranty Wing	03/30/2023

			R 802.11N AP EXT ANT IL		
AP6562E-66030-APME	WiNG Wireless	AP 6562 EXPRESS 802.11N AP INT ANT WR	AP 6562 EXPRESS 802.11N AP INT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-EU	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO EU	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO EU ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-US	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO US	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO US ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-WR	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO WR	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO WR ONLY	1 Year Warranty Wing	03/30/2023
AP6562E-66040-APME	WiNG Wireless	AP 6562 EXPRESS 802.11N AP EXT ANT WR	AP 6562 EXPRESS 802.11N AP EXT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-EU	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO EU	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO EU ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-US	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO US	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO US ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-WR	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO WR	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO WR ONLY	1 Year Warranty Wing	03/30/2023
AP-7161-66040-WR	WiNG Wireless	AP7161OUTDOOR 802.11N AP INTL	AP7161OUTDOOR 802.11N AP INTL	1 Year Warranty Wing	03/01/2021
AP-7161-66S40-JP	WiNG Wireless	AP7161 OUT 802.11N 802.11J W SENSOR JP	AP7161 OUTDOOR DUAL RADIO 802.11N AND 802.11J WITH SENSOR FOR JAPAN ONLY (JP)	1 Year Warranty Wing	03/01/2021
AP-7161-66S40-WR	WiNG Wireless	AP7161OUTDOOR 802.11N AP W/SENSOR INTL	AP7161OUTDOOR 802.11N AP W/SENSOR INTL	1 Year Warranty Wing	03/01/2021
AP-7502-67030-APME	WiNG Wireless	AP 7502 WALLPLATE 11AC AP INT ANT APME	AP 7502 WALLPLATE 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	03/30/2023
AP-7502-67030-EU	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP. EU	WALLPLATE 802.11AC DUAL RADIO AP. EU	Limited Lifetime Warranty Wing	03/30/2023

AP-7502-67030-IL	WiNG Wireless	WALLPLATE 802.11ABGN/AC AP WITH TRIM IL	WALLPLATE 802.11ABGN/AC DUAL RADIO AP WITH AESTHTETIC TRIM. ISRAEL	Limited Lifetime Warranty Wing	03/30/2023
AP-7502-67030-US	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP. US	WALLPLATE 802.11AC DUAL RADIO AP. US	Limited Lifetime Warranty Wing	
AP-7502-67030-WR	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP WR	WALLPLATE 802.11AC DUAL RADIO AP WR	Limited Lifetime Warranty Wing	03/30/2023
AP7502E-67030-APME	WiNG Wireless	AP7502 EXPRESS 802.11AC INT ANT APME	AP 7502 EXPRESS 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-EU	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. EU	WALLPLATE DUAL RADIO 11AC. EXPRESS. EU	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-US	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. US	WALLPLATE DUAL RADIO 11AC. EXPRESS. US	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-WR	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. WR	WALLPLATE DUAL RADIO 11AC. EXPRESS. WR	Limited Lifetime Warranty Wing	03/30/2023
AP-7522-67030-1-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT WR	AP 7522 INDOOR 802.11AC AP INT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7522-67030-EU	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT EU	AP 7522 INDOOR 802.11AC AP INT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67030-EU-B	WiNG Wireless	AP7522 2RADIO 802.11AC INTEU	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU). INCLUDED IN KIT IS A AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022

AP-7522-67030-US	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT US	AP 7522 INDOOR 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	
AP-7522-67030-US-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO INT ANT US	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (US SKU). INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67030-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT WR	AP 7522 INDOOR 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67030-WR-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO INT ANT WR	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (WR SKU). INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67040-1-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT WR	AP 7522 INDOOR 802.11AC AP EXT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7522-67040-APME	WiNG Wireless	AP7522 INDOOR 802.11AC EXT ANT APME	AP 7522 INDOOR 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/02/2023
AP-7522-67040-EU	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT EU	AP 7522 INDOOR 802.11AC AP EXT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67040-EU-B	WiNG Wireless	AP7522 2 RADIO 802.11AC EXT ANTEU	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU	Limited Lifetime Warranty Wing	03/30/2022

			REQUIRES 3 DUAL BANDED		
AP-7522-67040-US	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT US	AP 7522 INDOOR 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	
AP-7522-67040-US-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO EXT ANT US	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (US SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU REQUIRES 3 DUAL BANDED INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67040-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT WR	AP 7522 INDOOR 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67040-WR-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO EXT ANT WR	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (WR SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU REQUIRES 3 DUAL BANDED. INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP7522E-67030-APME	WiNG Wireless	AP7522 EXPRESS 802.11AC INT ANT APME	AP 7522 EXPRESS 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	04/17/2023

AP-7522E-67030-EU	WiNG Wireless	AP7522E DUAL 11AC 2X22 MIMO INT ANTEU	AP 7522E DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU) WING EXPRESS	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67030-US	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP INT ANT US	AP 7522 EXPRESS 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67030-WR	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP INT ANT WR	AP 7522 EXPRESS 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	04/17/2023
AP7522E-67040-APME	WiNG Wireless	AP7522 EXPRESS 802.11AC EXT ANT APME	AP 7522 EXPRESS 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-EU	WiNG Wireless	AP7522E DUAL 11AC 2X22 MIMO EXT ANT EU	AP 7522E DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU) WING EXPRESS	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-US	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP EXT ANT US	AP 7522 EXPRESS 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-WR	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP EXT ANT WR	AP 7522 EXPRESS 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	04/17/2023
AP-7532-67030-1-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT WR	AP 7532 INDOOR 802.11AC AP INT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7532-67030-APME	WiNG Wireless	AP7532 INDOOR 802.11AC AP INT ANT APME	AP 7532 INDOOR 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	04/02/2023
AP-7532-67030-EG	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT EG	AP 7532 INDOOR 802.11AC AP INT ANT Domain Egypt	Limited Lifetime Warranty Wing	

AP-7532-67030-EU	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT EU	AP 7532 INDOOR 802.11AC AP INT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67030-EU-B	WiNG Wireless	AP7532 2 RADIO 802.11AC INT ANTEU	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU) INCLUDED IN KIT IS A AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67030-IL	WiNG Wireless	AP7532 DUAL RADIO 11AC INT ANT IL	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (ISRAEL SKU)	Limited Lifetime Warranty Wing	
AP-7532-67030-US	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT US	AP 7532 INDOOR 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	
AP-7532-67030-US-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO INT ANT US	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (US SKU) INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	
AP-7532-67030-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT WR	AP 7532 INDOOR 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67030-WR-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO INT ANT WR	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (WR SKU) INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67040-1-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT WR	AP 7532 INDOOR 802.11AC AP EXT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7532-67040-APME	WiNG Wireless	AP7532 INDOOR 802.11AC AP EXT ANT APME	AP 7532 INDOOR 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/02/2023

AP-7532-67040-EG	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT EG	AP 7532 INDOOR 802.11AC AP INT ANT Domain Egypt	Limited Lifetime Warranty Wing	
AP-7532-67040-EU	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT EU	AP 7532 INDOOR 802.11AC AP EXT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67040-EU-B	WiNG Wireless	AP 7532 DUAL RADIO 802.11AC EXT ANTEU	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67040-US	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT US	AP 7532 INDOOR 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	
AP-7532-67040-US-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO EXT ANT US	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (US SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	
AP-7532-67040-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT WR	AP 7532 INDOOR 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	07/28/2023

AP-7532-67040-WR-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO EXT ANT WR	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (WR SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED. INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7562-670042-1-WR	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY WR Extreme	1 Year Warranty Wing	
AP-7562-670042APME	WiNG Wireless	AP7562 DUAL RADIO 802.11AC 3X33MIMO OUT	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA (APME REGION) ANTENNA INSTALLED AT FACTORY	1 Year Warranty Wing	04/02/2023
AP-7562-670042-EU	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED EU	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY EU	1 Year Warranty Wing	07/28/2023
AP-7562-670042-IL	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED IL	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY IL (ISRAEL)	1 Year Warranty Wing	
AP-7562-670042-US	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED US	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY US	1 Year Warranty Wing	

AP-7562-670042-WR	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY WR	1 Year Warranty Wing	07/28/2023
AP-7562-67040-1-WR	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT WR	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS WR Extreme	1 Year Warranty Wing	
AP-7562-67040-EU	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT EU	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS EU	1 Year Warranty Wing	07/28/2023
AP-7562-67040-US	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT US	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS US	1 Year Warranty Wing	
AP-7562-67040-WR	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT WR	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS WR	1 Year Warranty Wing	07/28/2023
AP-7562-6704M-1-WR	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT M12 WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (WR SKU) M12 CONNECTOR VERSION Extreme	1 Year Warranty Wing	
AP-7562-6704M-EU	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT EU M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (EU SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	07/28/2023
AP-7562-6704M-US	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT US M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (US SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	

AP-7562-6704M-WR	WiNG Wireless	AP7562 DUAL 802.11AC 3X33 MIMO OUT M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (WR SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	07/28/2023
AP-7602-68B30-1-WR	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT WR	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(WR SKU) Extreme	Limited Lifetime Warranty Wing	
AP-7602-68B30-EU	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT EU	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(EU SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7602-68B30-IL	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT IL	AP7602 802.11AC PLATE WEDGEINT ANT Domain Israel	Limited Lifetime Warranty Wing	
AP-7602-68B30-US	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT US	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2.INTERNAL ANTENNA1XGE (US SKU)	Limited Lifetime Warranty Wing	
AP-7602-68B30-WR	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT WR	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(WR SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7622-68B30-1-WR	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE WR	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (WR SKU) Extreme	Limited Lifetime Warranty Wing	
AP-7622-68B30-EU	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE EU	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO	Limited Lifetime	07/28/2023

			2X2 INTERNAL ANTENNA BLE 1XGE (EU SKU)	Warranty Wing	
AP-7622-68B30-US	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE US	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (US SKU)	Limited Lifetime Warranty Wing	
AP-7622-68B30-WR	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE WR	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (WR SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7632-680B30-TN	WiNG Wireless	AP7632680B30TN	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna Domain Tunisia	Limited Lifetime Warranty Wing	
AP-8122-66030-EU	WiNG Wireless	AP8122 INDOOR 802.11N AP INT ANT EU	AP8122 INDOOR 802.11N AP INT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-EU	WiNG Wireless	AP8132 2RADIO 3X33 MIMOEU	AP8132 2RADIO 3X33 MIMOEU	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-US	WiNG Wireless	AP8132 2RADIO 3X33 MIMOUS	AP8132 2RADIO 3X33 MIMOUS	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-WR	WiNG Wireless	AP8132 2RADIO 3X33 MIMOWR	AP8132 2RADIO 3X33 MIMOWR	Limited Lifetime Warranty Wing	04/13/2022
AP-8163-66S40-1-WR	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	AP8163 OUTDOOR 802.11N AP EXTERNAL ANTENNAWIPS WR Extreme	1 Year Warranty Wing	
AP-8163-66S40-EU	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS EU	AP8163 OUTDOOR 802.11N AP EXTWIPS EU	1 Year Warranty Wing	07/28/2023
AP-8163-66S40-US	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS US	AP8163 OUTDOOR 802.11N AP EXTWIPS US	1 Year Warranty Wing	

AP-8163-66S40-WR	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	1 Year Warranty Wing	07/28/2023
AP-8232-67040-EU	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT EU	AP8232802.11AC INDEP 2RAD EXT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-8232-67040-US	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT US	AP8232802.11AC INDEP 2RAD EXT ANT US	Limited Lifetime Warranty Wing	04/13/2022
AP-8232-67040-WR	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT WR	AP8232802.11AC INDEP 2RAD EXT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-8432-680B30-1-WR	WiNG Wireless	AP8432 11AC DUAL INT ANT2GPOE WR	AP8432 802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE WR Extreme	Limited Lifetime Warranty Wing	
AP-8432-680B30-EU	WiNG Wireless	AP843 802.11AC DL INT ANT2GPOE EU	802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA EU	Limited Lifetime Warranty Wing	07/28/2023
AP-8432-680B30-US	WiNG Wireless	AP8432 11AC DUAL INT ANT 2GPOE US	802.11AC WAVE2DUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA US	Limited Lifetime Warranty Wing	
AP-8432-680B30-WR	WiNG Wireless	AP843 802.11AC DL INT ANT2GPOE WR	802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA WR	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB30-1-WR	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE WR	AP8533 802.11ac MUMIMO TRI RADIO INTERNAL ANTENNA 2XGE WR Extreme	Limited Lifetime Warranty Wing	

AP-8533-68SB30-EU	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE EU	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE EU VERSION	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB30-IL	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE IL	AP8533 802.11ac MUMIMO TRI RADIOINTERNAL ANTENNA 2XGE IL Extreme	Limited Lifetime Warranty Wing	
AP-8533-68SB30-US	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE US	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE US VERSION	Limited Lifetime Warranty Wing	
AP-8533-68SB30-WR	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE WR	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE INTERNATIONAL VERION WR	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB40-1-WR	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE WR	AP8533 802.11ac MUMIMO TRI RADIO EXTERNAL ANTENNA 2XGE WR Extreme	Limited Lifetime Warranty Wing	
AP-8533-68SB40-EU	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE EU	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE EU VERSION	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB40-US	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE US	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE US VERSION	Limited Lifetime Warranty Wing	

AP-8533-68SB40-WR	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE WR	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE INTERNATIONAL VERION WR	Limited Lifetime Warranty Wing	07/28/2023
AP-PSBIAS-7161-US	WiNG Wireless	OUTDOOR POE INJECTOR US	OUTDOOR IP66 802.3AT GIGABIT ETHERNET POWER INJECTOR 100240 VAC US	1 Year Warranty Wing	
B5G124-24	Fixed L2	B5 STK 24X3SPD+4SFP	B5 STK 24X3SPD+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24-G	Fixed L2	B5 STK 24X3SPD+4SFPTAA	B5 STK 24X3SPD+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24P2	Fixed L2	B5 STK 24X3SPDATPOE+4SFP	B5 STK 24X3SPDATPOE+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24P2-G	Fixed L2	B5 STK 24X3SPDATPOE+4SFPTAA	B5 STK 24X3SPDATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced	06/30/2022

				Hardware Replacement-2	
B5G124-48	Fixed L2	B5 STK 48X3SPD+4SFP	B5 STK 48X3SPD+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48-G	Fixed L2	B5 STK 48X3SPD+4SFPTAA	B5 STK 48X3SPD+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48P2	Fixed L2	B5 STK 48X3SPDATPOE+4SFP	B5 STK 48X3SPDATPOE+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48P2-G	Fixed L2	B5 STK 48X3SPDATPOE+4SFPTAA	B5 STK 48X3SPDATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24	Fixed L2	B5 STK 24X3SPD+2SFPPLUS	B5 STK 24X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware	06/30/2022

				Replacement-2	
B5K125-24-G	Fixed L2	B5 STK 24X3SPD+2SFPPLUSTAA	B5 STK 24X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24P2	Fixed L2	B5 STK 24X3SPDATPOE+2SFPPLUS	B5 STK 24X3SPDATPOE+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24P2-G	Fixed L2	B5 STK 24X3SPDATPOE+2SFPPLUSTAA	B5 STK 24X3SPDATPOE+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48	Fixed L2	B5 STK 48X3SPD+2SFPPLUS	B5 STK 48X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48-G	Fixed L2	B5 STK 48X3SPD+2SFPPLUSTAA	B5 STK 48X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware	06/30/2022

				Replacement-2	
B5K125-48P2	Fixed L2	B5 STK 48X3SPD+2SFPPLUS	B5 STK 48X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48P2-G	Fixed L2	B5 STK 48X3SPD+2SFPPLUSTAA	B5 STK 48X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K-24-BUN	Fixed L2	QTY 8 BUNDLE OF B5K12524		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
B5K-48-BUN	Fixed L2	QTY 8 BUNDLE OF B5K12548		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
BR-6910-EAS-H-AC	SRA	12 P GE COMBONO AC POWER CORD90TO260V	Brocade 691012 x 1 GbE combination copper 10/100/1000 BaseT (RJ45)OR 100/1000 BaseX SFP portsredundant AC power supplytemperature hardened	1 Year Warranty	02/28/2023

BR-6910-EAS-H-DC	SRA	12 P GE COMBO W/ DUAL DC POWER 20TO60V	Brocade 691012 x 1 GbE combination copper 10/100/1000 BaseT (RJ45)OR 100/1000 BaseX SFP portsredundant DC power supplytemperature hardened	1 Year Warranty	02/28/2023
BR-BFO-LRG	SRA	BFO APPLICATION 200G PERPETUAL	Brocade Flow Optimizer Application Perpetual License for up to 200G traffic management capability	Software Warranty	
BR-BFO-SML	SRA	BFO APPLICATION 20G PERPETUAL	Brocade Flow Optimizer Application Perpetual License for up to 20G traffic management capability.	Software Warranty	
BR-CER-2024C-4X-RT-AC	SRA	CER 2024C4XRT1 500W ACBASE SW	Brocade CER2024C4XRT includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CER-2024C-4X-RT-DC	SRA	CER 2024C4XRT1 500W DCBASE SW	Brocade CER2024C4XRT includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CER-2024F-4X-RT-AC	SRA	CER 2024F4XRT1 500W ACBASE SW	Brocade CER2024F4XRT includes24 SFP ports of 100/1000Mbps Ethernet with 4 combination	1 Year Warranty	

			RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN		
BR-CER-2024F-4X-RT-DC	SRA	CER 2024F4XRT1 500W DCBASE SW	Brocade CER2024F4XRT includes24 SFP ports of 100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CES-2024C-4X-AC	SRA	CES 2024C4X1 500W ACBASE SW	Brocade CES 2024C4X includes 24 RJ45 ports of 10/100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BR-CES-2024C-4X-DC	SRA	CES 2024C4X1 500W DCBASE SW	Brocade CES2024C4X includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet Ports 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BR-CES-2024F-4X-AC	SRA	CES 2024F4X1 500W ACBASE SW	Brocade CES 2024F4X includes 24 SFP ports of 100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit	1 Year Warranty	10/27/2023

			Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN		
BR-CES-2024F-4X-DC	SRA	CES 2024F4X1 500W DCBASE SW	Brocade CES 2024F4X includes 24 SFP ports of 100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BRKT-000147A-01	WiNG Wireless	BEAM CLIP for Mounting Plate	BEAM CLIP for Mounting Plate	1 Month Warranty Wing	
BRKT-000167A-01	WiNG Wireless	AP75327522 BRCKT ADAPTER WALL MOUNT	AP 7532 AP 7522 BRACKET ADAPTER FOR WALL MOUNT	1 Month Warranty Wing	
BR-MLX-100GX1-2PUPG	SRA	MLXE 1PORT 100GBE LIC UPG TO 2PORT	100GbE 1port module license upgrade TO 2ports ON a MLXe	Software Warranty	
BR-MLX-100GX2-CFP2-M	SRA	MLX 2PORT 100GBE (M) CFP2 MODULE. SUPP	Brocade MLXe two (2)port 100GbE (M) module with IPv4/IPv6/MPLS hardware support. Requires CFP2 optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-100GX2-CFP2-X2	SRA	MLX 2PORT 100GBE (X2) CFP2 MODULE. SUP	Brocade MLXe two (2)port 100GbE (X2) module with IPv4/IPv6/MPLS hardware support. Requires CFP2 optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or simultaneous 1.5M IPv4 and 1M IPv6 routes	1 Year Warranty	

			in FIB. Requires high speed switch fabric module		
BR-MLX-10GX10-20PUPG	SRA	MLXE 10PORT 1GBE/10GBE LIC UPG TO 20P	MLX SOFTWARE LICENSE TO UPGRADE FROM 10 PORT (X2) TO 20 PORT 10G/1G COMBO MODULE.	Software Warranty	
BR-MLX-10GX10-X2	SRA	10X1/10GESFP+ BLADE X2	MLX 10PORT 10GBE/1GBE (X2) SFP+ AND SFP COMBO MODULE WITH EXTENDED ROUTE TABLE SUPPORT UP TO 2M IPV4 AND 800K IPV6 ROUTES IN HARDWARE. MACSEC ENABLED. UPGRADEABLE TO 20X10GX2 USING ADDITIONAL SOFTWARE LICENSE.	1 Year Warranty	
BR-MLX-10GX20-M	SRA	MLX 20PORT 10GBE/1GBE (M) COMBO MODULE	Brocade MLXe twenty (20)port 10GBE/1GBE (M) combo module with IPv4/IPv6/MPLS hardware support. Requires SFP+ and SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-10GX20-X2	SRA	MLX 20PORT 10GBE/1GBE (X2) COMBO MODUL	Brocade MLXe twenty (20)port 10GBE/1GBE (X2) combo module with IPv4/IPv6/MPLS hardware support. Requires SFP+ and SFP optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or simultaneous 1.5M IPv4 and 1M IPv6 routes in FIB. Requires hSFM.	1 Year Warranty	

BR-MLX-10GX24-DM	SRA	MLX 24PORT 10GBE MODULEW/MPLS SUPPORT	Brocade MLXe twenty four (24)port 10GbE (DM) module with IPv4/IPv6/MPLS capabilities. Requires SFPP optics. Supports 256K IPv4 routes in FIB.	1 Year Warranty	10/27/2023
BR-MLX-10GX4-IPSEC-M	SRA	MLX 4PORT 10GBE AND 4PORT 1GBE (M) IP	Brocade MLXe eight port (4port 10GBE and 4port 1GBE) (M) IP Security (IPSEC) module with IPv4/IPv6/VRF hardware support. Requires SFP+ and SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-10GX4-X	SRA	XMR/MLXE 4PORT 10GBE (X) XFP MODULE	XMR/MLXe four (4)port 10GbE (X) module with IPv4/IPv6/MPLS hardware supportrequires XFP optics. Supports 1M IPv4 routes in FIB.	1 Year Warranty	10/27/2023
BR-MLX-10GX4-X-ML	SRA	XMR/MLXE 4PORT 10GBE (ML) XFP MODULE	MLX/MLXe four (4)port 10GbE (ML) module with IPv4/IPv6/MPLS hardware supportrequires XFP optics. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	10/27/2023
BR-MLX-10GX4-XUPG	SRA	MLX 4PORT 10GBE LICENSE UPGD TO (X)	MLX 4PORT 10GBE LICENSE UPGD TO (X)	Software Warranty	
BR-MLX-10GX8-X	SRA	XMR/MLXE 8PORT 10GBE (X) SFPP MODULE	MLXe/XMR eight (8)port 10GbE (X) module with IPv4/IPv6/MPLS hardware supportrequires SFPP optics. Supports 1M IPv4 routes in FIB. Requires high speed switch fabric modules.	1 Year Warranty	10/27/2023
BR-MLX-1GCX24-X	SRA	XMR/MLXE 24PORT 1GBE (X) COPPER MODULE	XMR/MLXE 24port 1GbE (X) Copper (RJ45)	1 Year Warranty	

			Module. Supports 1M IPv4 routes in FIB.		
BR-MLX-1GCX24-X-ML	SRA	MLX/MLXE 24PORT 1GBE (ML) COPPER MODUL	MLX/MLXE 24port 1GbE (ML) Copper (RJ45) Module. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	
BR-MLX-1GFX24-X	SRA	XMR/MLXE 24PORT 1GBE (X) SFP MODULE	XMR/MLXE 24port 1GbE (X) Fiber (SFP) Module. Supports 1M IPv4 routes in FIB.	1 Year Warranty	
BR-MLX-1GFX24-X-ML	SRA	MLX/MLXE 24PORT 1GBE (ML) SFP MODULE	MLX/MLXE 24port 1GbE (ML) Fiber (SFP) Module. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	
BR-MLX-1GX20-U10G-M	SRA	MLX 20PORT 1GBE (M) MODULE	Brocade MLXe twenty (20)port 1GBE/1GBE (M) module with IPv4/IPv6/MPLS hardware support. Requires SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules. Upgradeable to 10G with BRMLX1GX20U10GMUPG license.	1 Year Warranty	
BR-MLX-1GX20-U10G-MUPG	SRA	MLXE 20PRT(M)10GBE LIC UPG 110GBE	MLXe 20PORT (M) 10 Gigabit Ethernet license to upgrade from 1GBE TO 1GBE/10GBE combo port	Software Warranty	
BR-MLX-1GX20-U10G-X2	SRA	MLX 20PORT 1GBE (X2) MODULE	Brocade MLXe twenty (20)port 1GBE (X2) module with IPv4/IPv6/MPLS hardware support. Requires SFP optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or 1.5M IPv4 and 1M	1 Year Warranty	

			IPv6 routes in FIB. Requires hSFM. Upgradeable to 10G with extra license.		
BR-MLX-1GX20-U10G-X2UPG	SRA	MLXE 20PRT(X2)10GBE LICUPG TO 110/GBE	MLXe 20PORT (X2) 10 Gigabit Ethernet license to upgrade from 1GBE TO 1GBE/10GBE combo port	Software Warranty	
BR-MLX-1GX24-XUPG	SRA	MLX 24PORT 1GBE LICENSE UPGRADE TO (X)	MLX/MLXE 24PORT 1GBE LICENSE UPGRADE TO (X)	Software Warranty	
BR-MLX-32-MR2-M	SRA	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR	MLXe/MLX Gen2 management (M) module for 32slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-MLX-32-MR2-X	SRA	MLXE/MLX GEN2 MANAGEMENT (X) MODULE FOR	MLXe/MLX Gen2 management (X) module for 32slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-MLX-40GX4-M	SRA	MLX 4PORT 40GBE (M) QSFP+ MODULE. SUPP	Brocade MLXe four (4)port 40GbE (M) module with IPv4/IPv6/MPLS hardware support requires QSFP+ optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLXE-16-FAN	SRA	MLXE16 EXHAUST FAN ASSEMBLY KIT	MLXe16 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-16-FLTR	SRA	MLXE16 AIR FILTER	MLXe16 air filter	1 Year Warranty	

BR-MLXE-16-MR2-M-AC	SRA	MLXE16 3 HSF 4 1800W AC 1 MR2 (M) MG	Brocade MLXe16 AC system with 1 MR2 (M) management module 3 high speed switch fabric modules 4 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-M-DC	SRA	MLXE16 3 HSF 4 1800W DC 1 MR2 (M) MG	Brocade MLXe16 DC system with 1 MR2 (M) management module 3 high speed switch fabric modules 4 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-X-AC	SRA	MLXE16 3 HSF 4 1800W AC 1 MR2 (X) MG	Brocade MLXe16 AC system with 1 MR2 (X) management module 3 high speed switch fabric modules 4 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-X-DC	SRA	MLXE16 3 HSF 4 1800W DC 1 MR2 (X) MG	Brocade MLXe16 DC system with 1 MR2 (X) management module 3 high speed switch fabric modules 4 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-S	SRA	SPARE MLXE16 CHASSIS	Spare MLXe16 chassis with 2 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-32-ACPWR-3000	SRA	32SLOT NETIRON MLXE/XMR/MLX AC 3000W PS	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
BR-MLXE-32-DCPWR-3000	SRA	32SLOT NETIRON MLXE/XMR/MLX DC 3000W PS	32slot NetIron MLXe/XMR/MLX DC 3000W power supply	1 Year Warranty	

BR-MLXE-32-FAN	SRA	MLXE32 EXHAUST FAN ASSEMBLY KIT	MLXe32 exhaust fan	1 Year Warranty	
BR-MLXE-32-FAN-DEFLECTOR	SRA	UPWARD DEFLECTOR FOR 32SLOT SYSTEM FAN	MLXe32 / MLX32/ XMR32000 upward fan deflector for 32slot chassis exhaust fans. Directs air exhaust upwards. 1 deflector per exhaust fan.	1 Year Warranty	
BR-MLXE-32-FLTR	SRA	MLXE32 AIR FILTERS 2 FILTER KIT	MLXe32 air filters 2 filter kit	1 Year Warranty	
BR-MLXE-32-MR2-M-AC	SRA	MLXE32 7 HSF 4 3000W AC 1 MR2 (M) MG	Brocade MLXe32 AC system with 1 MR2 (M) management module 7 high speed switch fabric modules 4 3000W AC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-M-DC	SRA	MLXE32 7 HSF 4 3000W DC 1 MR2 (M) MG	Brocade MLXe32 DC system with 1 MR2 (M) management module 7 high speed switch fabric modules 4 3000W DC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-X-AC	SRA	MLXE32 7 HSF 4 3000W AC 1 MR2 (X) MG	Brocade MLXe32 AC system with 1 MR2 (X) management module 7 high speed switch fabric modules 4 3000W AC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-X-DC	SRA	MLXE32 7 HSF 4 3000W DC 1 MR2 (X) MG	Brocade MLXe32 DC system with 1 MR2 (X) management module 7 high speed switch fabric modules 4 3000W DC	1 Year Warranty	

			power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included		
BR-MLXE-32-S	SRA	SPARE MLXE32 CHASSIS	Spare MLXe32 chassis with 2 power supply fans 8 exhaust fans and 2 air filters.	1 Year Warranty	
BR-MLXE-4-FAN	SRA	MLXE4 EXHAUST FAN ASSEMBLY KIT	MLXe4 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-4-FLTR	SRA	MLXE4 AIR FILTER	MLXe4 air filter	1 Year Warranty	
BR-MLXE-4-MR2-M-AC	SRA	MLXE4 2 HSF 1 1800W AC 1 MR2 (M) MGM	Brocade MLXe4 AC system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-M-DC	SRA	MLXE4 2 HSF 1 1800W DC 1 MR2 (M) MGM	Brocade MLXe4 DC system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W DC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-X-AC	SRA	MLXE4 2 HSF 1 1800W AC 1 MR2 (X) MGM	Brocade MLXe4 AC system with 1 MR2 (X) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-X-DC	SRA	MLXE4 2 HSF 1 1800W DC 1 MR2 (X) MGM	Brocade MLXe4 DC system with 1 MR2 (X) management module 2 high speed switch fabric modules 1 1800W DC power supply 4 exhaust	1 Year Warranty	

			fan assembly kits and air filter. Power cord not included.		
BR-MLXE-4-S	SRA	SPARE MLXE4 CHASSIS	Spare MLXe4 chassis with 4 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-8-FAN	SRA	MLXE8 EXHAUST FAN ASSEMBLY KIT	MLXe8 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-8-FLTR	SRA	MLXE8 AIR FILTER	MLXe8 air filter	1 Year Warranty	
BR-MLXE-8-MR2-M-AC	SRA	MLXE8 2 HSF 2 1800W AC 1 MR2 (M) MGM	Brocade MLXe8 AC system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-M-DC	SRA	MLXE8 2 HSF 2 1800W DC 1 MR2 (M) MGM	Brocade MLXe8 DC system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-X-AC	SRA	MLXE8 2 HSF 2 1800W AC 1 MR2 (X) MGM	Brocade MLXe8 AC system with 1 MR2 (X) management module 2 high speed switch fabric modules 2 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-X-DC	SRA	MLXE8 2 HSF 2 1800W DC 1 MR2 (X) MGM	Brocade MLXe8 DC system with 1 MR2 (X) management module 2 high speed switch fabric modules 2 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	

BR-MLXE-8-S	SRA	SPARE MLXE8 CHASSIS	Spare MLXe8 chassis with 2 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-ACPWR-1800	SRA	16/8/4SLOT MLXE16/8SLOT XMR/MLX AC 18	16 8 and 4slot MLXe and 16 and 8Slot XMR/MLX AC 1800W power supply	1 Year Warranty	
BR-MLXE-DCPWR-1800	SRA	16/8/4SLOT MLXE16/8SLOT XMR/MLX DC 18	16 8 and 4slot MLXe and 16 and 8Slot XMR/MLX DC 1800W power supply	1 Year Warranty	
BR-MLXE-ENT-4-MR2-M-AC	SRA	MLXE4 HSFAC MR2 FANSFILTER	Brocade MLXe4 AC enterprise switch system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-ENT-8-MR2-M-AC	SRA	MLXE8 HSFAC MR2 FANSFILTER	Brocade MLXe8 AC enterprise switch system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W AC power supply 2 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLX-MR2-M	SRA	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR 4 8 AND 16SLOT SYSTEMS. INCLUDES 4 GB RAM 1 INTERNAL COMPACT FLASH DRIVE (2GB) 1 EXTERNAL COMPACT FLASH SLOT WITH INCLUDED 2GB CARD RS232 SERIAL CONSOLE PORT AND 10/100/1000 ETHERNET PORT FOR MANAGEMENT	1 Year Warranty	

BR-MLX-MR2-X	SRA	MLXE/XMR GEN2 MANAGEMENT (X) MODULE FOR	MLXe/XMR Gen2 management (X) module for 4 8 and 16slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-NTWADV-MPLS-10	SRA	IP ADD ON LICENSE 10 MPLS	Adds MPLS management to 10 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NTWADV-MPLS-25	SRA	IP ADD ON LICENSE 25 MPLS	Adds MPLS management to 25 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NTWADV-MPLS-50	SRA	IP ADD ON LICENSE 50 MPLS	Adds MPLS management to 50 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NVA-BVM-1	SRA	VISIBILITY MANAGER LICENSE FOR 1 DEVICE	VISIBILITY MANAGER LICENSE FOR 1 DEVICE. Perpetual Visibility Manager license for up to 1 device.	Software Warranty	

BR-NVA-GCC	SRA	GTP CORRELATION MODULE FOR OFFLOADWHIT	SDN controller module for the MLXe Network Packet Broker platform. Performs GTP Correlation and other control functions to dynamically reprogram outbound flows from MLXe.	Software Warranty	
BR-NVA-INFOSIM-1	SRA	INFOSIM STABLE NET LICENSE FOR 1 DEVICE	INFOSIM STABLE NET LICENSE FOR 1 DEVICE. Perpetual Infosim StableNet license for up to 1 device with 250 measurements.	Software Warranty	
BR-NVA-SD	SRA	SESSION DIRECTOR WITH EXPERT FEATURES	SESSION DIRECTOR WITH EXPERT FEATURES. Perpetual license for up to 40 Gbps of traffic with 10 million subscribers (IMSIs) and 25 million sessions.	Software Warranty	
BR-NVA-SD7100-P-01	SRA	SESSION DIRECTORFEAT BNDL7100PERP LIC	Brocade Session Director (SD) 7100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD8100-P-01	SRA	SESSION DIRECTORFEAT BNDL8100PERP LIC	Brocade Session Director (SD) 8100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD8200-P-01	SRA	SESSION DIRECTORFEAT BNDL8200PERP LIC	Brocade Session Director (SD) 8200 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD9100-P-01	SRA	SESSION DIRECTORFEAT BNDL9100PERP LIC	Brocade Session Director (SD) 9100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-VACE	SRA	ANALYSIS ENGINE AND UI FOR REPORTS AND A	Analytics Engine within the Vistapointe Analytics suite. Receives processed traffic metadata from vIPE probes computes metrics and KPIs. The vVID reporting engine and vISE SDN engine (for thirdparty integration) are	Software Warranty	

			both contained within this SKU.		
BR-NVA-VIPE-DIA	SRA	PROTOCOL DECODER FOR DIAMETER BASED INTE	vIPE is the probing platform within the Vistapointe analytics suite. vIPEDIA is the Diameter probe which extracts decodes and reduces Diameter traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VIPE-GI	SRA	PROTOCOL DECODER FOR SGI AND GI INTERFAC	vIPE is the probing platform within the Vistapointe analytics suite. vIPEGi is the Gi/SGi IP traffic probe which extracts decodes and reduces Gi traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VIPE-GTP	SRA	PROTOCOL DECODER FOR GTP V1 AND V2 INTER	vIPE is the probing platform within the Vistapointe analytics suite. vIPEGTP is the GTP v1 and v2 protocol probe (for GTPu and GTPc traffic) which extracts decodes and reduces GTP traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VPB-AP1	SRA	VIRTUAL BROKER ADV PERPETUAL LICENSE	Brocade NVA Virtual Packet Broker (vPB)Advanced feature bundle (also includes Basic features)perpetual License aggregating up to 25 TAP end points	Software Warranty	
BR-NVA-VPB-BP1	SRA	VIRTUAL BROKER BASIC PERPETUAL LICENSE	Brocade NVA Virtual Packet Broker (vPB)Basic feature bundleperpetual License aggregating up to 25 TAP end points	Software Warranty	

BR-NVA-VTAP-AP125	SRA	VIRTUAL TAP ADV 25 PERPETUAL LICENSE	Brocade NVA Virtual TAP (vTAP)Advanced feature bundle(Includes Basic Features)perpetual 25 instance License	Software Warranty	
BR-NVA-VTAP-BP125	SRA	VIRTUAL TAP BASIC 25 PERPETUAL LICENSE	Brocade NVA Virtual TAP (vTAP)Basic feature bundleperpetual 25 instance License	Software Warranty	
BR-SLX-9140-48V-AC-F	SRA	48X25GE+6X100GE SWITCH AC FB AIRFLOW	Brocade SLX 914048V Switch AC with Front to Back airflow (Portside to nonport side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-AC-R	SRA	48X25GE+6X100GE SWITCH AC BF AIRFLOW	Brocade SLX 914048V Switch AC with Back to Front airflow (Nonportside to port side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-DC-F	SRA	48X25GE+6X100GE SWITCH DC FB AIRFLOW	Brocade SLX 914048V Switch DC with Front to Back airflow (Portside to nonport side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-DC-R	SRA	48X25GE+6X100GE SWITCH DC BF AIRFLOW	Brocade SLX 914048V Switch DC with Back to Front airflow (Nonportside to port side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies	1 Year Warranty	

			and (4+1) redundant fans included.		
BR-SLX-9140-ADV-LIC-P	SRA	S/WADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	
BR-SLX-9240-32C	SRA	32X100GE SWITCH NO FAN/PS	Brocade SLX 924032C Switch. No Fans/Power supplies included. 32x100GE/40GE.	1 Year Warranty	
BR-SLX-9240-32C-AC-F	SRA	32X100GE SWITCH FB AIRFLOW AC	Brocade SLX 924032C Switch AC with Front to Back airflow (Portside to nonport side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-AC-R	SRA	32X100GE SWITCH BF AIRFLOW AC	Brocade SLX 924032C Switch AC with Back to Front airflow (Nonportside to port side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-DC-F	SRA	32X100GE SWITCH FB AIRFLOW DC	Brocade SLX 924032C Switch DC with Front to Back airflow (Portside to nonport side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-DC-R	SRA	32X100GE SWITCH BF AIRFLOW DC	Brocade SLX 924032C Switch DC with Back to Front airflow (Nonportside to port side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-ADV-LIC-P	SRA	S/WADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	

BR-SLX-9540-24S-AC-F	SRA	24X10GE+24X1GE SWITCH AC PRTSD INTK	Brocade SLX 954024S Switch AC with Front to Back airflow (Portside to nonport side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-AC-R	SRA	24X10GE+24X1GE SWITCH AC PRTSD EXH	Brocade SLX 954024S Switch AC with Back to Front airflow (Nonport Side to port side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-COD-P	SRA	UPGRADE 24X1GE TO 24X10GE/1GE	Upgrade 24x1GE to 24x10GE/1GE	Software Warranty	
BR-SLX-9540-24S-DC-F	SRA	24X10GE+24X1GE SWITCH DC PRTSD INTK	Brocade SLX 954024S Switch DC with Front to Back airflow (Portside to nonport side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-DC-R	SRA	24X10GE+24X1GE SWITCH DC PRTSD EXH	Brocade SLX 954024S Switch DC with Back to Front airflow (Nonport Side to port side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-2C-POD-P	SRA	PORTS ON DEMAND FOR 2X100GE/40GE	Ports on Demand for 2x100GE/40GE Uplinks	Software Warranty	
BR-SLX-9540-48S-AC-F	SRA	48X10GE+6X100GE SWITCH AC PRTSD INTK	Brocade SLX 954048S Switch AC with Front to Back airflow (Portside to nonport side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-48S-AC-R	SRA	48X10GE+6X100GE SWITCH AC PRTSD EXH	Brocade SLX 954048S Switch AC with Back to Front airflow (Nonport Side to port side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies	1 Year Warranty	

			and (4+1) redundant fans included.		
BR-SLX-9540-48S-DC-F	SRA	48X10GE+6X100GE SWITCH DC PRTSD INTK	Brocade SLX 954048S Switch DC with Front to Back airflow (Portside to nonport side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-48S-DC-R	SRA	48X10GE+6X100GE SWITCH DC PRTSD EXH	Brocade SLX 954048S Switch DC with Back to Front airflow (Nonport Side to port side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-ADV-LIC-P	SRA	ADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	
BR-SLX9850-100GX12CQ-M	SRA	SLX 9850 100GX12 INTERFACE MODULE W/MPLS	SLX 9850 100GX12 INTERFACE MODULE W/MPLS	1 Year Warranty	
BR-SLX9850-100GX36CQ-D	SRA	SLX9850 100GX36 INTERFACE MODULE	Brocade SLX 9850 36port 100GbE60port 40GbE or 240port 10GbE flexspeed (D) interface module with IPv4/IPv6 hardware support. Requires QSFP28QSFP+ optics 40GbE to 10GbE breakout(10GbE) connectivity.Supports 750K MAC256K IPv4 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-100GX36CQ-M	SRA	SLX9850 100GX36 INTERFACE MODULE W/ MPLS	BR SLX 9850 36port 100GbE60port 40GbEor 240port 10GbE flexspeed (M) interface module with IPv4/IPv6/MPLS hardware	1 Year Warranty	

			support.Requires QSFP28QSFP+ optics 40GbE to 10GbE breakout(10GbE) connectivity.Supports 750K MAC256K IPv4 64K IPv6 routes		
BR-SLX9850-100GX6CQ-M-UPG	SRA	6X100G POD SW LICENSE FOR 100G POD BLADE	6x100G POD SW license to be used with SLX9850100Gx12CQM 100G blade only	Software Warranty	
BR-SLX9850-10GX72S-D	SRA	SLX9850 10GX72 INTERFACE MODULE	Brocade SLX 9850 72port 10GbE/1GbE (D) interface module with IPv4/IPv6 hardware support. Requires SFP+ optics for 10GbE connectivity and SFP optics for 1GbE connectivity. Supports 750K MAC 256K IPv4 routes and 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-10GX72S-M	SRA	SLX9850 10GX72 INTERFACE MODULE W/ MPLS	Brocade SLX 9850 72port 10GbE/1GbE (M) interface module with IPv4/IPv6/MPLS hardware support. Requires SFP+ optics for 10GbE connectivity and SFP optics for 1GbE connectivity. Supports 750K MAC 256K IPv4 routes and 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-4-BND-AC	SRA	SLX98504 AC SYSTEM BUNDLE	Brocade SLX 9850 4slot chassis with 1 management module 5 switch fabric modules 2 3000W AC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-4-BND-DC	SRA	SLX 98504 DC SYSTEM BUNDLE	Brocade SLX 9850 4slot chassis with 1 management module 5	1 Year Warranty	

			switch fabric modules 2 3000W DC power supplies 3 fan modules and accessory kit. Power cord not included		
BR-SLX9850-4-SFM	SRA	SLX98504 SWITCH FABRIC MODULE	Brocade SLX 9850 switch fabric module for 4slot chassis	1 Year Warranty	
BR-SLX9850-8-BND-AC	SRA	SLX 98508 AC SYSTEM BUNDLE	Brocade SLX 9850 8slot chassis with 1 management module 5 switch fabric modules 4 3000W AC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-8-BND-DC	SRA	SLX 98508 DC SYSTEM BUNDLE	Brocade SLX 9850 8slot chassis with 1 management module 5 switch fabric modules 4 3000W DC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-8-SFM	SRA	SLX98508 SWITCH FABRIC MODULE	Brocade SLX 9850 switch fabric module for 8slot chassis	1 Year Warranty	
BR-SLX9850-MM	SRA	SLX9850 MANAGEMENT MODULE	Brocade SLX 9850 management module for 4slot and 8slot systems includes 32GB RAM 2 internal Solid State Drives 4Core Intel CPU 2 USB 3.0 ports 2 RJ45 console ports and 10GbE Services port	1 Year Warranty	
BR-VDX6710-54VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX671054	VCS S/W LICENSE FOR VDX671054	Software Warranty	
BR-VDX6720-24FCOE-01	SRA	S/WFCOE S/W LICENSE VDX672024/16PP	Software License to enable FCoE on VDX672016 or VDX672024	Software Warranty	06/29/2024
BR-VDX6720-24POD-01	SRA	S/W8PORT POD LICENSE FOR VDX672016PP	8PORT Ports on Demand License for VDX672016	Software Warranty	06/29/2024

			to make all 24 ports enabled		
BR-VDX6720-24VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX672024/16PP	Software License to enable VCS on VDX672024 or VDX672016	Software Warranty	06/29/2024
BR-VDX6720-60FCOE-01	SRA	S/WFCOE LICENSE FOR VDX672060/40PP	Software License to enable FCoE on VDX672040 VDX672060	Software Warranty	06/29/2024
BR-VDX6720-60POD-01	SRA	S/W10PORT POD LICENSE FOR VDX6720/40PP	10PORT Ports on Demand License for VDX672040 to enable 10 more ports	Software Warranty	06/29/2024
BR-VDX6720-60VCS-01	SRA	S/WVCS LICENSE FOR VDX672060/40	Software License to enable VCS on VDX672060 or VDX672040	Software Warranty	06/29/2024
BR-VDX6730-24POD-01	SRA	8PORT POD LICENSE FOR VDX673016	8PORT POD LICENSE FOR VDX673016	Software Warranty	
BR-VDX6730-24VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX673024/16PP	VCS S/W LICENSE FOR VDX673024 VDX673016	Software Warranty	
BR-VDX6730-60POD-01	SRA	10PORT POD LICENSE FOR VDX673040	10PORT POD LICENSE FOR VDX673040	Software Warranty	
BR-VDX6730-60VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX673040/60PP	VCS S/W LICENSE FOR VDX673060 VDX673040	Software Warranty	
BR-VDX6740-24-DC-F	SRA	VDX674024PSFP+DCPORT SIDE EXHAUST AI	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-DC-R	SRA	VDX674024PSFP+DCPORT SIDE EXHAUST AF	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-F	SRA	VDX674024PSFP+ACNON PORT SIDE EX AF	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-R	SRA	VDX674024PSFP+ACPORT SIDE EXHAUST AF	VDX 6740 24P SFP+ PORTS ONLY NO	1 Year Warranty	

			OPTICS AC PORT SIDE EXHAUST AIRFLOW		
BR-VDX6740-2X40G-POD	SRA	SW2PORT 40G POD LIC FOR VDX6740/6740T	2PORT 40G Ports on Demand(POD) LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	
BR-VDX6740-48-F	SRA	VDX674048PSFP+ACNON PORT SIDE EX AF	VDX 674048P SFP+ PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-48-R	SRA	VDX674048PSFP+ACPORT SIDE EXHAUST AF	VDX 6740 48P SFP+ PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-ALLSW-F	SRA	VDX674064PSFP+FCOEACNONPORT EX AF	VDX 6740 BUNDLE 64P SFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-ALLSW-R	SRA	VDX674064PSFP+FCOEACPORT SD EX AF	VDX 6740 BUNDLE 64P SFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-F	SRA	VDX674064PSFP+ACNON PORT SIDE EX AF	VDX 674048P SFP+ PORTS and 4P QSFP+ OnlyNO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-R	SRA	VDX674064PSFP+ACPORT SIDE EXHAUST AF	VDX 674048P SFP+ PORTS and 4P QSFP+ ports ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-8X10G-POD	SRA	SW8PORT 10G POD LIC FOR VDX6740/6740T	8PORT 10G SFP+ Ports on Demand(POD)LICENSE FOR VDX6740 and VDX6740T	Software Warranty	
BR-VDX6740-ALLSW	SRA	S/WVCS AND FCOE LICENSEVDX6740/6740T	VCS S/W LICENSE and FCOE S/W LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	

BR-VDX6740-FCOE	SRA	S/WFCOE LICENSE FOR VDX6740/VDX6740T	FCOE S/W LICENSE FOR VDX6740 AND 6740T	Software Warranty	
BR-VDX6740T-1G-16X10G-COD	SRA	SW16PORT 10G COD UPGRD LICVDX6740T1G	SW16PORT 10G Capacity on Demand LIC FOR VDX6740T1G	Software Warranty	
BR-VDX6740T-24-DC-F	SRA	VDX6740T24P10GBTDC NONPORTSIDE EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-DC-R	SRA	VDX6740T24P10GBTDCP RT SD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-F	SRA	VDX6740T24P10GBTAC NONPRTSD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-R	SRA	VDX6740T24P10GBTACP RT SD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-48-F	SRA	VDX6740T48P10GBTAC NONPRTSD EX AF	VDX 6740T 48P 10GBT PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-48-R	SRA	VDX6740T48P10GBTACP RT SD EX AF	VDX 6740T 48P 10GBT PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-DC-F	SRA	VDX 6740T1G 48P 1GTNPORTSIDE EXH AI	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-DC-R	SRA	VDX 6740T1G 48P 1GTPORTSIDE EXH AI	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+	1 Year Warranty	

			UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW		
BR-VDX6740T-56-1G-F	SRA	VDX6740T1G48P1GBASET PORTS2 40GBEN	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-R	SRA	VDX6740T1G48P1GBASET PORTS2 40GBE	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-ALLSW-F	SRA	VDX6740T64P10GBTFCOEACNONPRT EX AF	VDX 6740T BUNDLE 48P 10GBT PORTS and 4P QSFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-ALLSW-R	SRA	VDX6740T64P10GBTFCOEACPORT EX AF	VDX 6740T BUNDLE 48P 10GBT PORTS and 4P QSFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-F	SRA	VDX6740T64P10GBTSFP+ACNON PRT EX AF	VDX 6740T 48P 10GBT PORTS ONLY and 4P QSFP+ NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-R	SRA	VDX6740T64P10GBTACPRT SD EX AF	VDX 6740T 48P 10GBT PORTS ONLY and 4P QSFP+ NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	

BR-VDX6740-VCS	SRA	S/WVCS LICENSE FOR VDX6740/VDX6740T	VCS S/W LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	
BR-VDX6940-144S-16-10GPOD	SRA	SW16PORT 10G POD LIC FOR VDX6940144S	16x10GbE Ports On Demand(POD) LICENSE FOR VDX694064S AC and DC models	Software Warranty	
BR-VDX6940-144S-6X40G-POD	SRA	SW6X40G/2X100G POD LIC FORVDX6940144S	6x40GbE or 2x100GbE Ports On Demand(POD) LICENSE FOR VDX694064S and VDX694096S models	Software Warranty	
BR-VDX6940-144S-AC-F	SRA	VDX6940144SACNON PORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports and up to 12 40GbE QSFP+ ports or up to 4 100GbE QSFP28 ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-144S-AC-R	SRA	VDX6940144SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports and up to 12 40GbE QSFP+ ports or up to 4 100GbE QSFP28 ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-24Q-AC-F	SRA	VDX694024QACNON PORTSIDE EXHAUST	Brocade VDX 694036 basesystem with 24 40GbE QSFP+ portsAC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-24Q-AC-R	SRA	VDX694024QACPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC power supply PORTSIDE EXHAUST	1 Year Warranty	
BR-VDX6940-24Q-DC-F	SRA	VDX694024QDCNONPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC Power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	

BR-VDX6940-24Q-DC-R	SRA	VDX694024QDCPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC Power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-36Q-12X40G-POD	SRA	SW12PORT 40G POD LICFORVDX694036Q	12x40GbE Ports On Demand(POD) license for the VDX 694024Q AC and DC models	Software Warranty	
BR-VDX6940-36Q-AC-F	SRA	VDX694036QACNONPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 36 40GbE QSFP+ ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-36Q-AC-R	SRA	VDX694036QACPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 36 40GbE QSFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-AC-F	SRA	VDX694064SACNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-AC-R	SRA	VDX694064SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-DC-F	SRA	VDX694064SDCNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-DC-R	SRA	VDX694064SDCPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-96S-AC-F	SRA	VDX694096SACNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports AC	1 Year Warranty	

			power supply NON PORTSIDE EXHAUST AIRFLOW		
BR-VDX6940-96S-AC-R	SRA	VDX694096SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-FCOE	SRA	S/WFCOE S/W LICENSE VDX6940	FCOE software license for VDX6940	Software Warranty	
BR-VDX8770-12X40G-QSFP-1	SRA	12X40GQSFP+ BLADENO OPTICS8770	12 x 40GE QSFP Blades No Optics	1 Year Warranty	
BR-VDX8770-27X40G-QSFP	SRA	27X40GBE QSFP BLADES NO OPTICS	27 x 40GE QSFP Blades No Optics	1 Year Warranty	
BR-VDX8770-2X100G-CFP2	SRA	2 X 100GECFP2BLADES W/PODNO OPTICS	2X100GbECFP2 Blades with 2 ports activated by default and available for 2X100G POD license upgrade No Optics	1 Year Warranty	
BR-VDX8770-2X100G-POD	SRA	SW2X100G POD LIC FOR 2X100GCFP2 BLADE	2x100G POD SW license to be used with VDX87702x100GCFP2 100G blade only	Software Warranty	
BR-VDX8770-48X10G-SFPP-1	SRA	48X10GSFP+ BLADENO OPTICS8770	48 x 1/10GE SFP+ Blades No Optics	1 Year Warranty	
BR-VDX8770-48X10G-T	SRA	48X10GBASET COPPER BLADES NO OPTICS	48 X 10GBaseT Copper Blades No Optics	1 Year Warranty	
BR-VDX8770-48X1G-SFP-1	SRA	48X1GSFP+ BLADENO OPTICS8770	48 x 1GE SFP Blade No Optics	1 Year Warranty	
BR-VDX8770-4-BND-AC	SRA	4 SLOT CHASSIS3SFM1 MM2FAN2 3000W AC	VDX8770 4 I/O Slot chassis with 3 Switch Fabric Modules 1 Management Module 2 exhaust Fan and 2 3000W AC Power supply unit. Additional Management	1 Year Warranty	

			modules to be ordered separately. Power cord ordered separately		
BR-VDX8770-4-BND-DC	SRA	4 SLOT CHASSIS3SFM1 MM2FAN2 3000W DC	VDX8770 4 I/O Slot chassis with 3 Switch Fabric Modules 1 Management Module 2 exhaust Fan and 2 3000W DC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-6X100G-CFP2	SRA	6X100GBE CFP2 BLADES NO OPTICS	6 X 100GE CFP2 Blades No Optics	1 Year Warranty	
BR-VDX8770-8-BND-AC	SRA	8 SLOT CHASSIS6SFM1 MM4FAN3 3000W AC	VDX8770 8 I/O Slot chassis with 6 Switch Fabric Modules 1 Management Module 4 exhaust Fan and 3 3000W AC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-8-BND-DC	SRA	8 SLOT CHASSIS6SFM1 MM4FAN3 3000W DC	VDX8770 8 I/O Slot chassis with 6 Switch Fabric Modules 1 Management Module 4 exhaust Fan and 3 3000W DC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-LIC-ADV	SRA	ADV SERVICE LICENSE FOR FCOEVCSLAYER 3	ADVANCED SERVICE LICENSE TO ENABLE FCOE VCS AND LAYER 3 ON THE VDX8770	Software Warranty	
BR-VDX8770-LIC-FCOE	SRA	FCOE S/W LICENSE VDX8870	FCOE License for VDX8770	Software Warranty	

BR-VDX8770-LIC-LAYER3	SRA	LAYER3 S/W LICENSE FOR VDX8770	LAYER3 license for the VDX8770	Software Warranty	
BR-VDX8770-LIC-UPG	SRA	UPG LICENSE TO ENABLE ADV SERVICE	UPGRADE LICENSE TO ENABLE ADVANCED SERVICE ON VDX8770	Software Warranty	
BR-VDX8770-LIC-VCS	SRA	VCS S/W LICENSE FOR VDX8770	VCS License for VDX8770	Software Warranty	
BR-VDX8770-MM-1	SRA	8770 MANAGEMENT MODULE	Management Module for VDX 87704 and VDX87708	1 Year Warranty	
BR-VDX8770-SFM-1	SRA	8770 SWITCH FABRIC MODULE	Switch Fabric Module for VDX 87704 and VDX87708	1 Year Warranty	
C5G124-24	Fixed L3	C5 STACK 24X10/100/1000+4XSFP	C5 STACK 24X10/100/1000+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24-G	Fixed L3	C5 STACK 24X10/100/1000+4XSFP TAA	C5 STACK 24X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24P2	Fixed L3	C5 STACK 24X10/100/1000ATPOE+4XSFP	C5 STACK 24X10/100/1000ATPOE+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24P2-G	Fixed L3	C5 STACK 24X10/100/1000ATPOE TAA	C5 STACK 24X10/100/1000ATPOE TAA	Limited Lifetime Warranty	06/30/2022

				with express Advanced Hardware Replacement-2	
C5G124-48	Fixed L3	C5 STACK 48X10/100/1000+4XSFP	C5 STACK 48X10/100/1000+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48-G	Fixed L3	C5 STACK 48X10/100/1000+4XSFP TAA	C5 STACK 48X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48P2	Fixed L3	C5 STACK 48X10/100/1000ATPOE+4XSFP	C5 STACK 48X10/100/1000ATPOE+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48P2-G	Fixed L3	C5 STACK 48X10/100/1000ATPOE+4SFPTAA	C5 STACK 48X10/100/1000ATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24	Fixed L3	C5 STACK 24X10/100/1000+2XSFPP	C5 STACK 24X10/100/1000+2XSFPP	Limited Lifetime Warranty with	06/30/2022

				express Advanced Hardware Replacement-2	
C5K125-24-G	Fixed L3	C5 STACK 24X10/100/1000+2XSFPP TAA	C5 STACK 24X10/100/1000+2XSFPP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24P2	Fixed L3	C5 STACK 24X10/100/1000ATPOE+2SFPP	C5 STACK 24X10/100/1000ATPOE+2SFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24P2-G	Fixed L3	C5 STACK 24X10/100/1000ATPOE TAA	C5 STACK 24X10/100/1000ATPOE TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48	Fixed L3	C5 STACK 48X10/100/1000+2XSFPP	C5 STACK 48X10/100/1000+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48-G	Fixed L3	C5 STACK 48X10/100/1000+4XSFP TAA	C5 STACK 48X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express	06/30/2022

				Advanced Hardware Replacement-2	
C5K125-48P2	Fixed L3	C5 STACK 48X10/100/1000ATPOE+2XSFPP	C5 STACK 48X10/100/1000ATPOE+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48P2-G	Fixed L3	C5 STACK 48X10/100/1000ATPOE TAA	C5 STACK 48X10/100/1000ATPOE TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K175-24	Fixed L3	C5 STACK 24XSFP+2XSFPP	C5 STACK 24XSFP+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K175-24-G	Fixed L3	C5 STACK 24XSFP+2XSFPP TAA	C5 STACK 24XSFP+2XSFPP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K-24P2-BUN	Fixed L3	QTY 8 C5K12524P2 BUNDLE		Limited Lifetime Warranty with express Advanced	06/30/2020

				Hardware Replacement	
C5K-48P2-BUN	Fixed L3	QTY 8 C5K12548P2 SALES BUNDLE		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
C5L3-LIC	Fixed L3	C5 ADVANCED IPV4/IPV6 ROUTING LICENSE	C5 ADVANCED IPV4/IPV6 ROUTING LICENSE	Software Warranty	
CC	SRA	CONSOLE CABLE	Console Port Serial Cable (DB9F to DB9F) Straightthrough	No Warranty	
CFP2-TO-QSFP28-MOD	SRA	100GE CFP2 TO QSFP28 CONVERSION MODULE	100 GbE CFP2 to QSFP28 conversion module	1 Year Warranty	10/31/2024
CNTR-DIV-MLXE-16	SRA	CENTER SLOT DIVIDERSMLXE16 CHASSIS	CENTER SLOT DIVIDERS FOR THE MLXE16 CHASSIS	1 Year Warranty	
CNTR-DIV-MLXE-32	SRA	CENTER SLOT DIVIDERSMLXE32 CHASSIS	CENTER SLOT DIVIDERS FOR THE MLXE32 CHASSIS	1 Year Warranty	
CNTR-DIV-MLXE-4-8	SRA	CENTER SLOT DIVIDERSMLXE4 MLXE8	CENTER SLOT DIVIDERS FOR THE MLXE4 AND MLXE8 CHASSIS	1 Year Warranty	
CS-WLANJP9	Subscription	CLOUD WLAN MGMT JAPAN REG DOMAIN	CLOUD WLAN MGMT JAPAN REG DOMAIN	No Warranty	
CS-WLANNAM9	Subscription	CLOUD WLAN MGMT FCC REG DOMAIN	CLOUD WLAN MGMT FCC REG DOMAIN	Software Warranty	
D2G124-12	Fixed L2	12 X 10/100/1000 FIXED CONFIG L2 SWITCH	12 X 10/100/1000 FIXED CONFIG L2 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022

D2G124-12-G	Fixed L2	12 X 10/100/1000 L2 SWITCH TAA	12 X 10/100/1000 L2 SWITCH TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2G124-12P	Fixed L2	12 X 10/100/1000 FIXED POE L2 SWITCH	12 X 10/100/1000 FIXED POE L2 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2G124-12P-G	Fixed L2	12 X 10/100/1000 POE L2 SWITCH TAA	12 X 10/100/1000 POE L2 SWITCH TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2-LOCKBOX	Fixed L2	D2 WALLMOUNTED LOCKBOX		No Warranty	12/31/2022
D2POL-LIC	Fixed L2	POLICY LICENSE FOR D2 SWITCHES	POLICY LICENSE FOR D2 SWITCHES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/01/2024
D2-PWR-POE	Fixed L2	EXTERNAL POE POWER BRICK FOR D2 SWITCHES	EXTERNAL POE POWER BRICK FOR D2 SWITCHES	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

				Replacement-2	
D2-RMT	Fixed L2	D2 RACK MOUNT KIT		No Warranty	12/31/2022
D2-TBL-MNT	Fixed L2	D2 UNDER TABLE MOUNT KIT		No Warranty	12/31/2022
D2-WALL-MNT	Fixed L2	WALL MOUNT FOR D2		No Warranty	12/31/2022
DEMS-A1-25	Intrusion Defense	EMS APPLIANCE FOR 25 NODES	EMS APPLIANCE FOR 25 NODES	1 Year Warranty	09/30/2020
DEMS-A1-25R	Intrusion Defense	DEMSA125 HW ONLY FOR UPGRADES	DEMSA125 HW ONLY FOR UPGRADES	1 Year Warranty	09/30/2020
DEMS-A1-U	Intrusion Defense	EMS APPLIANCE WITH NO NODE MGMT RESTRICT	EMS APPLIANCE WITH NO NODE MGMT RESTRICT	1 Year Warranty	09/30/2020
DIPS-FE-TX	Intrusion Defense	DRAGON IPS ADDON TO DIPAFECOPPER FO		1 Year Warranty	09/30/2020
DNIC-2X10G-SR	Intrusion Defense	2PORT 10GIG FIBER NIC	2PORT 10GIG FIBER NIC	1 Year Warranty	09/30/2020
DNIC-4PORT-SX	Intrusion Defense	4PORT TRIPLE SPD FIBER NIC	4PORT TRIPLE SPD FIBER NIC	1 Year Warranty	09/30/2020
DNIC-4PORT-TX	Intrusion Defense	4PORT TRIPLE SPD CU NIC	4PORT TRIPLE SPD CU NIC	1 Year Warranty	09/30/2020
DNICFO-4PORT-TX	Intrusion Defense	4PORT FAILOPEN CU NIC	4PORT FAILOPEN CU NIC	1 Year Warranty	09/30/2020
DNIC-HS2X10G-S	Intrusion Defense	2X10G HIGH PRF NIC FOR IDS/IPS MG	2X10G HIGH PRF NIC FOR IDS/IPS MG	1 Year Warranty	09/30/2020
DNIC-HS4PORT-SX	Intrusion Defense	HIGH PERF 4PT NIC FOR IDS/IPS MG	HIGH PERF 4PT NIC FOR IDS/IPS MG	1 Year Warranty	09/30/2020
DNIDS-V-100	Intrusion Defense	NETWORK IDS SOFTWARE 100 MBPS LIMIT		Software Warranty	09/30/2020
DNIDS-V-250	Intrusion Defense	NETWORK IDS SOFTWARE 250 MBPS LIMIT		Software Warranty	09/30/2020
DNIDS-V-500	Intrusion Defense	NETWORK IDS SOFTWARE 500 MBPS LIMIT		Software Warranty	09/30/2020
DNIPS-A1-GR	Intrusion Defense	DNIPSA1G HW ONLY FOR UPGRADES	DNIPSA1G HW ONLY FOR UPGRADES	1 Year Warranty	09/30/2020
DNIPS-A1-MG	Intrusion Defense	INLINE IPS/IDS APPL 6 GBPS (NIC REQ.)	INLINE IPS/IDS APPL 6 GBPS (NIC REQ.)	1 Year Warranty	09/30/2020
DSEMS7-ME	Intrusion Defense	DRAGON ENTERPRISE MANAGEMENT SOFTWARE		1 Year Warranty	09/30/2020

DSEMS7-SE	Intrusion Defense	DRAGON ENTERPRISE MANAGEMENT SOFTWARE		1 Year Warranty	09/30/2020
EB1639193	EAN	IDE IGNITION SERVER LARGE	IDE IGNITION SERVER LARGE	Software Warranty	12/31/2021
EB1639194	EAN	IDE IGNITION SERVER SMALL	IDE IGNITION SERVER SMALL	Software Warranty	12/31/2021
EB1639195	EAN	IDE GUEST and IOT MANAGER	IDE GUEST and IOT MANAGER	Software Warranty	12/31/2021
EB1639197	EAN	IDE TACACS+	IDE TACACS+	Software Warranty	12/31/2021
EB1639245	EAN	IDE IGNITION SERVER LITE	IDE IGNITION SERVER LITE	Software Warranty	12/31/2021
EC1100010-E6	EAN	ONA 1101GT	ONA 1101GT 1+1 1000 BASET PORT.OPTNL AC ADAPTER SOLD SEPARATELY.	1 Year Warranty	
EC4005A03-E6HT	EAN	VSP 4450 HTACPSU NO POWER CORD	VSP 4450 HIGHTEMPAC POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4400004-E6	EAN	4450GSXDC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 300W PSU.	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4400A03-E6	EAN	4450GTXHTPWR+ NO POWER CORD	Virtual Services Platform 4450GTXHTPWR+ High temperature with 48 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No Power Cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC4400A05-E6	EAN	VSP4450GSXPWR+ NO PC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4400A05-E6GS	EAN	VSP4450GSXPWR NO PC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No Power Cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4800078-E6	EAN	VSP4850GTS DC	VSP4850GTS DC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800078-E6GS	EAN	VSP4850GTS DC	VSP4850GTS DC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800A78-E6	EAN	VSP4850GTS NO PC	VSP4850GTS NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024

EC4800A88-E6	EAN	VSP4850GTSPWR+ NO PC	VSP4850GTSPWR+ NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800A88-E6GS	EAN	VSP4850GTSPWR+ NO PC	VSP4850GTSPWR+ NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC720001F-E6	EAN	VSP 7254XSQ F2B DC PSU	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC720001F-E6GS	EAN	VSP 7254XSQ F2B DC PSU GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC720002F-E6	EAN	VSP 7254XTQ F2B DC PSU	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC720002F-E6GS	EAN	VSP 7254XTQ F2B DC PSU GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1B-E6	EAN	VSP 7254XSQ B2F AC PSU NO PC	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1B-E6GS	EAN	VSP 7254XSQ B2F AC PSU NO PC GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1F-E6	EAN	VSP 7254XSQ F2B AC PSU NO PC	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1F-E6GS	EAN	VSP 7254XSQ F2B AC PSU NO PC GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7200A2B-E6	EAN	VSP 7254XTQ B2F AC PSU NO PC	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2B-E6GS	EAN	VSP 7254XTQ B2F AC PSU NO PC GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2F-E6	EAN	VSP 7254XTQ F2B AC PSU NO PC	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2F-E6GS	EAN	VSP 7254XTQ F2B AC PSU NO PC GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A3B-E6	EAN	7254XSQ AC B2F 24 10G4 40G PRT	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7200A3F-E6	EAN	7254XSQ AC F2B 24 10G4 40G PRT	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A4B-E6	EAN	7254XTQ AC B2F 24 10G4 40G PRT	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A4F-E6	EAN	7254XTQ AC F2B 24 10G4 40G PRT	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200BTF-E6	EAN	VSP 7200 SPARE FAN MODULE B2F	VSP 7200 BACK2FRONT SPARE FAN TRAY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200FTB-E6	EAN	VSP 7200 SPARE FAN MODULE F2B	VSP 7200 FRONT2BACK SPARE FAN TRAY	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7205A0B-E6	EAN	VSP 7200 800W AC PSU B2F (NO PC)	VSP 7200 800W AC POWER SUPPLY BACK TO FRONT (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A0F-E6	EAN	VSP 7200 800W AC PSU F2B (NO PC)	VSP 7200 800W AC POWER SUPPLY FRONT TO BACK (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A1B-E6	EAN	VSP 7200 460W AC PSU B2F (NO PC)	VSP 7200 460W AC POWER SUPPLY BACK TO FRONT (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A1F-E6	EAN	VSP 7200 460W AC PSU F2B (NO PC)	VSP 7200 460W AC POWER SUPPLY FRONT TO BACK (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205E0F-E6	EAN	VSP 7200 800W AC PSU F2B NO PC ERATE	VSP 7200 800W AC POWER SUPPLY FRONT TO BACK NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC8005001-E6	EAN	VSP 7200 8000 800W DC PSU FTB COOL	VSP 7200 8000 800W DC POWER SUPPLY FTB COOLING	1 Year Warranty	
EC8005A01-E6	EAN	VSP 8000 100240V AC PSU (No PC)	VSP 8000 100240V 800W AC Power Supply (No power cord)	1 Year Warranty	
EC8011002-E6	EAN	VSP 8K Chas Rck Mnt Kit 300900mm	VSP 8000 Chassis Universal Slide Rack Mount Kit (300mm 900mm)	1 Year Warranty	
EC8011003-E6	EAN	VSP 8000 Chassis PS Filler Panel	VSP 8000 Chassis Power Supply Filler Panel	1 Year Warranty	
EC8011004-E6	EAN	VSP 8200 CHASSIS SPARE FAN TRAY	VSP 8200 CHASSIS SPARE FAN TRAY	1 Year Warranty	
EC8011005-E6	EAN	VSP 8400 CHASSIS SPARE FAN MODULE	VSP 8400 CHASSIS SPARE FAN MODULE (QUANTITY 1)	1 Year Warranty	
EC8200A01-E6	EAN	VSP 8284XSQ AC PS No PC	Virtual Services Platform 8284XSQ with 80 10G SFP+ and 4 40G QSFP+ ports 1 800 W AC PS (no PC). Must order 1 Slide Rack Mount kit separately. Note Includes Base License Fan Trays. Pluggable transceivers sold separately.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC8200A01-E6GS	EAN	VSP 8284XSQ AC PS No PC GSA	Virtual Services Platform 8284XSQ with 80 10G SFP+ and 4 40G QSFP+ ports 1 800 W AC PS (no PC). Must order 1 Slide Rack Mount kit separately. GSA Version. Note Includes Base License Fan Trays. Pluggable transceivers sold separately.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC8400002-E6	EAN	8404C CHASSIS 4 SLOTS 1 DC PS	VSP 8400C 100G chassis with 4 IO module slots 1 800 W DC power supply included	1 Year Warranty	
EC8400A02-E6	EAN	8404C CHASSIS 4 SLOTS 1 AC PS NO PC	VSP 8400C 100G chassis with 4 IO Module slots 1 800 W AC power supply included (No power cord)	1 Year Warranty	

EC8400A02-E6GS	EAN	8404C CHASS 4 SLOT 1 AC PS NO PC GSA	VSP 8400C 100G chassis with 4 IO Module slots 1 800 W AC power supply included (No power cord)	1 Year Warranty	
EC8400E02-E6	EAN	8404C CHAS 4 SLOTS 1 AC PS NO PC ERATE	8404C CHASSIS 4 SLOTS 1 AC PS PWR CORD ERATE ONLY 4 FANS NO PWR CORD ERATE ONLY	1 Year Warranty	
EC8404001-E6	EAN	8424XS ESM 24 PORT 1/10G SFP+	VSP 8400 24 port 1/10G SFP+ IO Module	1 Year Warranty	
EC8404001-E6GS	EAN	8424XS 24 PORT 1/10G SFP+ GSA	8424XS ESM 24 PORT 1/10G SFP+ GSA VERSION	1 Year Warranty	
EC8404002-E6	EAN	8424XT ESM 24x100M/1G/10G BASET	VSP 8400 24 port 1/10G Copper IO Module	1 Year Warranty	
EC8404002-E6GS	EAN	8424XT 24x100M/1G/10G BASET GSA	8424XT ESM 24 PORT 100M/1G/10G BASET GSA VERSION	1 Year Warranty	
EC8404003-E6	EAN	8408QQ ESM 8 PORT 40G QSFP+	VSP 8400 8 port 40G QSFP+ IO Module	1 Year Warranty	
EC8404003-E6GS	EAN	8408QQ 8 PORT 40G QSFP+ GSA	8408QQ ESM 8 PORT 40G QSFP+ GSA VERSION	1 Year Warranty	
EC8404005-E6	EAN	8418XSQESM 16x1/10G SFP+2x40G QSFP+	VSP 8400 16 port 1/10G SFP+ and 2 port 40G QSFP+ combination IO Module	1 Year Warranty	
EC8404005-E6GS	EAN	8418XSQ 16x1/10G SFP+2x40G QSFP+GSA	8418XSQ ESM 16 PORT 1/10G SFP+2 PORT 40G QSFP+ COMBO GSA VERSION	1 Year Warranty	
EC8404006-E6	EAN	8418XTQ 16 PT 1/10G CU2 PT 40G QSFP+	VSP 8400 16 port 1/10G Copper and 2 port 40G QSFP+ combination IO Module	1 Year Warranty	
EC8404006-E6GS	EAN	8418XTQ 16 1/10G CU2 40G QSFP+ GSA	8418XTQ ESM 16 PORT 1/10G BASET () 2 PORT 40G QSFP+ GSA	1 Year Warranty	
EC8404007-E6	EAN	8424GS 24 PORT 100M/1G SFP	VSP 8400 24 port 100/1000 Mbps SFP IO Module	1 Year Warranty	
EC8404007-E6GS	EAN	8424GS 24 PORT 100M/1G SFP GSA	8424GS ESM 24 PORT 100M/1G SFP GSA	1 Year Warranty	

EC8404008-E6	EAN	8424GT 24 PORT 10M/100M/1G CU	VSP 8400 24 port 10/100/1000 Mbps Copper IO Module	1 Year Warranty	
EC8404008-E6GS	EAN	8424GT 24 PORT 10M/100M/1G CU GSA	8424GT ESM 24 PORT 10M/100M/1G BASET GSA	1 Year Warranty	
EC8404009-E6	EAN	8402CQ ESM 2 PORT 100G QSFP28	VSP 8400 2 port 100G IO Module	1 Year Warranty	
EC8404009-E6GS	EAN	8402CQ ESM 2 PORT 100G QSFP28 GSA	8402CQ ESM 2 PORT 100G QSFP28 GSA. TRANSCEIVERS NOT INCL.	1 Year Warranty	
EC8411002-E6	EAN	VSP 8404 ESM FILLER PANEL	VSP 8400 ETHERNET SWITCH MODULE FILLER PANEL	1 Year Warranty	
EC8602001-E6	EAN	VSP8608 Chassis includes 5 Fan Trays	VSP8608 Chassis includes 5 Fan Trays	1 Year Warranty	
EC8602002-E6	EAN	VSP8608 Bundle. Incl 3xSF 4xACPSU	VSP8608 Bundle. Incl 3xSF 4xACPSU	1 Year Warranty	
EC8602003-E6	EAN	VSP8608 Bundle. Incl 3xSF 4xDCPSU	VSP8608 Bundle. Incl 3xSF 4xDCPSU	1 Year Warranty	
EC8604001-E6	EAN	VSP8608 Switch Fabric Module	VSP8608 Switch Fabric Module required for Fabric Slots 57	1 Year Warranty	
EC8604002-E6	EAN	8624XS IOC 24x1G/10G SFP+	8624XS 24 port 1G/10G SFP+ IOC Module	1 Year Warranty	
EC8604003-E6	EAN	8624XT IOC 24x100M/1G/10G BASET	8624XT 24 port 100M/1G/10G BASET IOC Module	1 Year Warranty	
EC8604004-E6	EAN	8616QQ IOC 16x40G QSFP+	8616QQ 16 port 40G QSFP+ IOC Module	1 Year Warranty	
EC8604005-E6	EAN	8606CQ IOC 6x100G QSFP28	8606CQ 6 port 100G QSFP28 IOC Module	1 Year Warranty	
EC8605A01-E6	EAN	VSP8608 3000W AC PSU (No Power Cord)	VSP8608 3000W AC PSU (No Power Cord)	1 Year Warranty	
EC8605A02-E6	EAN	VSP8608 2500W DC PSU (No Power Cord)	VSP8608 2500W DC PSU (No Power Cord)	1 Year Warranty	
EC8611001-E6	EAN	VSP8608 Spare Fan Module	VSP8608 Spare Fan Module	1 Year Warranty	
EC8611002-E6	EAN	VSP8608 Spare IOC Filler Panel	VSP8608 Spare IOC Filler Panel	1 Year Warranty	
EC8611003-E6	EAN	VSP8608 Spare PSU Filler Panel	VSP8608 Spare PSU Filler Panel	1 Year Warranty	
EC8611004-E6	EAN	VSP8608 Chassis Rack Mount Kit	VSP8608 Chassis Rack Mount Kit	1 Year Warranty	

EC8611005-E6	EAN	VSP8608 Cable Guide Kit	VSP8608 Cable Guide Kit	1 Year Warranty	
EC8611006-E6	EAN	VSP8608 PSU Cover	VSP8608 PSU Cover	1 Year Warranty	
EIO-03	Smart OmniEdge Wireless	EIO03	Underseat Mounting Solution for AP560i	1 Year Warranty	
EIO-03-SP	Smart OmniEdge Wireless	EIO03SP	Service Panel for AP560i/AP560h	No Warranty	
EN-NTWADV-IP-100	SRA	IP ADD ON LICENSE 100 DEVICES	Adds IP management SW license FOR 100 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-1000	SRA	IP ADD ON LICENSE 1000 DEVICES	Adds IP management SW license for 1000 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-500	SRA	IP ADD ON LICENSE 500 DEVICES	Adds IP management SW license for 500 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-BASE	SRA	IP MGMT SWKIT INT ORDER50DEVICES	IP management SW license for up to 50 devices required for initial purchase of IP only management minimum of one year support is required.	Software Warranty	11/20/2020
EN-PC15CHINA	SRA	POWER CORD CHINA PRC/3/16 TO C19 16A	POWER CORD CHINA PRC/3/16 TO C19 16A	No Warranty	
EN-PC15CHINA-IEC309	SRA	POWER CORD CHINA IEC309 TO C19 16A 2	POWER CORD CHINA IEC309 TO C19 16A 2	No Warranty	
EN-PC15EURO	SRA	POWER CORD B15K EUROPEAN	Power Cord for RPS4 and SIACPWR European version	No Warranty	

EN-PC15INDIA-BS1363	SRA	POWER CORD INDIA BS1363 TO C19 13A 2	POWER CORD INDIA BS1363 TO C19 13A 2	No Warranty	
EN-PC15INDIA-BS546	SRA	POWER CORD INDIA BS546 TO C19 16A 25	Power cord uses British Standard plug for use in India (reseller Dlink) and South Africa.	No Warranty	
EN-PC15UK	SRA	POWER CORD B15K UK VERSION	Power Cord for RPS4 and SIACPWR United Kingdom version	No Warranty	
EN-PC15USA	SRA	POWER CORD B15K US VERSION	Power Cord for RPS4 and SIACPWR USA version NEMA 520P Plug (20amp)	No Warranty	
EN-PC15USA-NEMA615	SRA	ACCESSORY RPS4 POWER CORD USA VERSION	250v Cord for RPS4 and SIACPWR USA version NEMA 615P Plug (15amp)	No Warranty	
EN-PCAUS	SRA	PC RPS5/8/9RPSX424 RPSX448 AUSTRALIA	POWER CORD FOR USE IN AUSTRALIA	No Warranty	
EN-PCAUS-EPS	SRA	POWER CORDAUSTRALIA15A250V	POWER CORDAUSTRALIA15A250V	No Warranty	
EN-PC-C13C14	SRA	PWRCDC13/C14 15A POWER CORD	C13/C14 15A Power Cord	No Warranty	
EN-PCCHINA-250	SRA	PC RPS9CHINA10A 250VAC INPUT	PC RPS9CHINA10A 250VAC INPUT	No Warranty	
EN-PCCHINA2-IEC309	SRA	POWER CORDCHINAIEC309 TO C1310A250V	POWER CORD CHINA IEC309 TO C13 10A 250V	No Warranty	
EN-PCCHINA-IEC309	SRA	POWER CORD CHINA IEC309 TO C13 10A 1	Power Cord China IEC309 TO C13 10A 110V 2.5M	No Warranty	
EN-PCEURO	SRA	PC FOR RPS2/3/5/9 EUROPEAN VERSION	Power Cord for RPS2/3/5/9 European version	No Warranty	
EN-PCEURO-EPS	SRA	POWER CORDEURO16A250V	POWER CORDEURO16A250VCEE 7/7 EUROPC191.8MR6	No Warranty	
EN-PCINDIA	SRA	SINGLE 6 FOOT AC POWER CORD FOR INDIA	SINGLE 6 FOOT AC POWER CORD FOR INDIA	No Warranty	

EN-PCINDIA-EPS	SRA	POWER CORDINDIA16A250V	POWER CORDINDIA16A/250V	No Warranty	
EN-PCITALY-CEI	SRA	PWRCDITALY10A250V2.5MCEI 2316/C13	PWRCDITALY10A250V 2.5MCEI 2316/C13	No Warranty	
EN-PCJAPAN	SRA	PC FOR RPS2/3/5/9 JAPAN VERSION	Power Cord for RPS2/3/5/9 Japan version	No Warranty	
EN-PCJAPAN-C19	SRA	POWER CORD IEC 320 C19 TO NEMA 515 JAP	Power Cord IEC 320 C19 to NEMA 515 Japan PSE certified	No Warranty	
EN-PCJAPAN-EPS	SRA	POWER CORDJAPAN15A250V	POWER CORDJAPAN15A250V	No Warranty	
EN-PCSWISS-C1312G-HF	SRA	POWER CORDSWISS10A250VHALOGENFREE	POWER CORD SWISS SEV1011 TO C13 10A 250V HALOGENFREE	No Warranty	
EN-PCUK	SRA	PC FOR RPS2/3/5/9 UK VERSION	Power Cord for RPS2/3/5/9 United Kingdom version	No Warranty	
EN-PCUK-EPS	SRA	POWER CORDUK13A250V	POWER CORDUK13A250V	No Warranty	
EN-PCUSA	SRA	PC RPS2/3/5/9USA NEMA 515P10A/125V	Power Cord for RPS2/3/5/9 USA version 910 (10)	No Warranty	
EN-PCUSA2	SRA	POWER CORD USA NEMA515/C13 13A 125V	POWER CORD USA NEMA515/C13 13A 125V	No Warranty	
EN-PCUSA-3M	SRA	PC FOR RPS2/3/5/9 USA VERSION3METER	Power Cord for RPS2/3/5/9 USA version NEMA 515P Plug (15amp)a	No Warranty	
EN-PCUSA-C19C20	SRA	POWER CORD IEC 60320C19 TO IEC 60320C2	Power Cord IEC 60320C19 to IEC 60320C20 250V 20A	No Warranty	
EN-PCUSA-C19L620P	SRA	PWR CRD IEC 60320C19 LCKNG NEMA L620P	Power Cord IEC 60320C19 to locking Nema L620P 250V 20A	No Warranty	
EN-PCUSA-NEMA620	SRA	POWER CORD FOR SXACPWR2500POE	Power Cord for use with VDX 8770. NEMA 6/20 specification.	No Warranty	
EN-SLX-9030-48S-4C	SRA	SLX 903048S with no PS and no fans	Extreme SLX 903048S with No Power supplies No fans Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	

EN-SLX-9030-48S-4C-AC-F	SRA	SLX 903048S AC Front to Back Airflow	Extreme SLX 903048S Switch AC with Front to Back Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48S-4C-AC-R	SRA	SLX 903048S AC Back to Front Airflow	Extreme SLX 903048S Switch AC with Back to Front Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C	SRA	SLX 903048T with no PS and no fans	Extreme SLX 903048T 10GBaseT Switch with No Power supplies No fans Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C-AC-F	SRA	SLX 903048T AC Front to Back Airflow	Extreme SLX 903048T 10GBaseT Switch AC with Front to Back Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C-AC-R	SRA	SLX 903048T AC Back to Front Airflow	Extreme SLX 903048T 10GBaseT Switch AC with Back to Front Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-ADV-LIC-P	SRA	SLX 9030 Advanced Feature License	SLX 9030 Advanced Feature License	Software Warranty	
EN-SLX-9640-24S	SRA	24X10GE+4X100GE ROUTER	Extreme SLX 964024S Router. Supports 24x10GE/1GE + 4x100GE/40GE. (24S+4C sku no Power supplies or Fans)	1 Year Warranty	
EN-SLX-9640-24S-12C	SRA	24X10GE+12X100GE ROUTER	Extreme SLX 964024S Router. Supports 24x10GE/1GE + 12x100GE/40GE. (All ports 24S+12C sku with no Power supplies or Fans)	1 Year Warranty	

EN-SLX-9640-24S-12C-AC-F	SRA	24X10GE+12X100GE ROUTER AC PRTSD INTK	Extreme SLX 964024S Router AC with Front to Back airflow. Supports 24x10GE/1GE + 12x100GE/40GE.(1 Power supply 6 Fans)	1 Year Warranty	
EN-SLX-9640-24S-AC-F	SRA	24X10GE+4X100GE ROUTER AC PRTSD INTK	Extreme SLX 964024S Router AC with Front to Back airflow. Supports 24x10GE/1GE + 4x100GE/40GE.(1 Power supply 6 Fans)	1 Year Warranty	
EN-SLX-9640-4C-POD-P	SRA	EXT SW LICENSE TO ENABLE 4 PORT of 100G	Extreme SLX 9640 Ports on Demand License for 4 ports of 100GE/40GE Uplinks	Software Warranty	
EN-SLX-9640-ADV-LIC-P	SRA	EXTERNAL SW LICENSE TO ENABLE ADV LIC	Extreme SLX 9640 Advanced Feature License	Software Warranty	
EN-SX-PCAUS	SRA	POWER CORD FOR USE IN AUSTRALIA/NEW ZEAL	POWER CORD FOR USE IN AUSTRALIA/NEW ZEAL	No Warranty	
EWC-INCR-100	SRA	EWC ADDITIONAL 100 TARGETS	Workflow Composer 100 targets addon	Software Warranty	
EWC-STD-HA-100	SRA	EWC STD WITH HA	Workflow Composer Standard Software with HA includes 100 Targets	Software Warranty	
EXOS-CORE-FP-X465	Smart OmniEdge Switching	X465 EXOS CORE Feature Pack	Core Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MACSEC-FP-X465	Smart OmniEdge Switching	X465 EXOS MACsec Feature Pack	MACsec Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MPLS-FP-X465	Smart OmniEdge Switching	X465 EXOS MPLS Feature Pack	MPLS Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MPLS-FP-X590	Smart OmniEdge Switching	X590 EXOS MPLS Feature Pack	MPLS Feature Pack for ExtremeSwitching X590	Software Warranty	
G3G-24TX	Fixed L3	G3 I/O CARD 24 TX 2 SFP COMBO PORTS		Lifetime Warranty - NBD Delivery	09/30/2020
G3IPV6-LIC	Fixed L3	G3 IPV6 ROUTING LICENSE	G3 IPV6 ROUTING LICENSE	Software Warranty	08/30/2024

G3L3-LIC	Fixed L3	G3 ADV. ROUTING LICENSE PIM OSPF VRRP	G3 ADV. ROUTING LICENSE PIM OSPF VRRP	Software Warranty	08/30/2024
I3H-12TX	Fixed L2	INDUSTRIAL SWITCH 12 PT 10/100 I/O CARD	INDUSTRIAL SWITCH 12 PT 10/100 I/O CARD	1 Year Warranty	06/30/2020
I3H252-12TX	Fixed L2	FACTORY CONFIGURED I3H25202 I3H12TX	FACTORY CONFIGURED I3H25202 I3H12TX	5 Year Warranty	06/30/2020
I3H252-16FXM	Fixed L2	16 PORT 100BASEFX ISERIES SWITCH	16 PORT 100BASEFX ISERIES SWITCH	5 Year Warranty	06/30/2020
I3H252-24TX	Fixed L2	FACTORY CONFIGURED 24 PT 10/100 ISERIES	FACTORY CONFIGURED 24 PT 10/100 ISERIES	5 Year Warranty	06/30/2020
I3H252-8FXM-12TX	Fixed L2	8 100BASEFX 12 TX ISERIES SWITCH	8 100BASEFX 12 TX ISERIES SWITCH	5 Year Warranty	06/30/2020
I3H-8FX-MM	Fixed L2	INDUSTRIAL SWITCH 8 PT MMF FX I/O CARD	INDUSTRIAL SWITCH 8 PT MMF FX I/O CARD	5 Year Warranty	06/30/2020
I3H-DIN-KIT	Fixed L2	DIN RAIL KIT FOR ISERIES SWITCH	DIN RAIL KIT FOR ISERIES SWITCH	No Warranty	06/30/2022
I3H-PWR	Fixed L2	24VDC POWER UNIT FOR ISERIES SWITCH		1 Year Warranty	06/30/2020
I3H-RACK-MNT	Fixed L2	19 RACK MOUNT KIT FOR ISERIES SWITCH	19 RACK MOUNT KIT FOR ISERIES SWITCH	No Warranty	06/30/2022
IA-A-20	Enterasys Sentinel	IDENTITY ACCESS APPLIANCE 3000 ES	IDENTITY ACCESS APPLIANCE 3000 ES	1 Year Warranty	12/29/2022
IA-A-300	Enterasys Sentinel	IA HW APPLIANCE FOR ENTERPRISE LICENSING	IA HW APPLIANCE FOR ENTERPRISE LICENSING	1 Year Warranty	12/29/2022
IA-ES-12K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 12K ES	NAC ENTERPRISE LICENSE FOR 12K ES	Software Warranty	
IA-ES-1K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 1K ES	NAC ENTERPRISE LICENSE FOR 1K ES	Software Warranty	
IA-ES-3K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 3K ES	NAC ENTERPRISE LICENSE FOR 3K ES	Software Warranty	
IA-GIM-12K	NAC	GUESTIOTMNGR ONBOARDING 12K USERS/ES	NAC GUESTIOTMANAGER FOR ONBOARDING 12K USERS/ENDSYSTEMS	Software Warranty	
IA-GIM-1K	NAC	GUESTIOTMNGR ONBOARDING 1K USERS/ES	NAC GUESTIOTMANAGER FOR ONBOARDING 1K USERS/ENDSYSTEMS	Software Warranty	
IA-GIM-3K	NAC	GUESTIOTMNGR ONBOARDING 3K USERS/ES	NAC GUESTIOTMANAGER	Software Warranty	

			FOR ONBOARDING 3K USERS/ENDSYSTEMS		
IA-PA-12K	Enterasys Sentinel	IA 12000 ES SEC POSTURE ASSESSMENT LIC	IA 12000 ES SEC POSTURE ASSESSMENT LIC	Software Warranty	
IA-PA-3K	Enterasys Sentinel	IA 3000 ES SEC POSTURE ASSESSMENT LIC	IA 3000 ES SEC POSTURE ASSESSMENT LIC	Software Warranty	
I-MGBIC-GLX	Fixed L2	INDUSTRIAL 1000LX SFP	INDUSTRIAL 1000LX SFP	1 Year Warranty	
I-MGBIC-GSX	Fixed L2	INDUSTRIAL 1000SX SFP	INDUSTRIAL 1000SX SFP	1 Year Warranty	
I-MGBIC-LC03	Fixed L2	KM 1000BASELX MM	KM 1000BASE-LX, MM	1 Year Warranty	
K10-192TRPL-BUN	Modular L3 Switching	K10 192 PORT TRIPLE SPEED BUNDLE		Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-CHASSIS	Modular L3 Switching	KSERIES 10 SLOT CHASSIS AND FAN TRAY	KSERIES 10 SLOT CHASSIS AND FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-FAN	Modular L3 Switching	K10 FAN TRAY	K10 FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-MID-KIT	Modular L3 Switching	K10 MIDMOUNT KIT		1 Year Warranty	04/30/2024
K6-120SFP-BUN	Modular L3 Switching	K6 120 PORT SFP BUNDLE		Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K6-CHASSIS	Modular L3 Switching	KSERIES 6 SLOT CHASSIS AND FAN TRAY	KSERIES 6 SLOT CHASSIS AND FAN TRAY	Limited Lifetime Warranty - 10	04/30/2024

				Business Day Ship	
K6-FAN	Modular L3 Switching	K6 FAN TRAY	K6 FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K6-MID-KIT	Modular L3 Switching	K6 MIDMOUNT KIT		1 Year Warranty	04/30/2024
K-AC-PS	Modular L3 Switching	KSERIES POWER SUPPLY	KSERIES POWER SUPPLY	1 Year Warranty	04/30/2024
K-EOS-L3	Modular L3 Switching	ADVANCED ROUTING LICENSE	ADVANCED ROUTING LICENSE	Software Warranty	04/30/2024
K-EOS-PPC	Modular L3 Switching	KSERIES PER PORT USER CAPACITY LICENSE	KSERIES PER PORT USER CAPACITY LICENSE	Software Warranty	04/30/2024
K-EOS-VSB	Modular L3 Switching	KSERIES VSB LICENSE	KSERIES VSB LICENSE	Software Warranty	04/30/2024
KG2001-0224	Modular L3 Switching	K 24 PORT 1GB SFP IOM	K 24 PORT 1GB SFP IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KG2001-0224-G	Modular L3 Switching	K 24 PORT 1GB SFP IOM	K 24 PORT 1GB SFP IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204	Modular L3 Switching	K 4 PORT 10GB SFP+ IOM	K 4 PORT 10GB SFP+ IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F1	Modular L3 Switching	K6 MGMT/FABRIC W 4 10GB VIA SFP+	K6 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10	04/30/2024

				Business Day Ship	
KK2008-0204-F1G	Modular L3 Switching	K6 MGMT/FABRIC W 4 10GB VIA SFP+	K6 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F2	Modular L3 Switching	K10 MGMT/FABRIC W 4 10GB VIA SFP+	K10 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F2G	Modular L3 Switching	K10 MGMT/FABRIC W 4 10GB VIA SFP+	K10 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-G	Modular L3 Switching	K 4 PORT 10GB SFP+ IOM	K 4 PORT 10GB SFP+ IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K-POE-4BAY	Modular L3 Switching	K EXTERNAL 4 BAY POWER SHELF	K EXTERNAL 4 BAY POWER SHELF	1 Year Warranty	04/30/2024
K-POE-4BAY-RAIL	Modular L3 Switching	MOUNTING KIT FOR KPOE4BAY POWER SHELF		1 Year Warranty	04/30/2024
K-POE-CBL-2M	Modular L3 Switching	K POE POWER TO HS CHASSIS CABLE 2M		1 Year Warranty	04/30/2024
KT-135628-01	WiNG Wireless	UNIVERSAL MOUNTING KIT FOR EWLAN APS	UNIVERSAL MOUNTING KIT FOR EWLAN APS	1 Month Warranty Wing	
KT-147407-01	WiNG Wireless	OUTDOOR AP MOUNTING HARDWARE KIT	OUTDOOR AP MOUNTING HARDWARE KIT	1 Month Warranty Wing	09/13/2020
KT-147407-02	WiNG Wireless	OUTDOOR HDW KIT SS HARSH ENVIRONMENTS	OUTDOOR MOUNTING HARDWARE KIT FOR OUTDOOR ACCESS POINTS STAINLESS	1 Month Warranty Wing	

			STEEL FOR HARSH ENVIRONMENTS		
KT-150173-01	WiNG Wireless	OUTDOOR AP 12 IN EXT ARM FOR MNTG KIT	OUTDOOR AP 12 IN EXT ARM FOR MNTG KIT	1 Month Warranty Wing	
KT-153676-01	WiNG Wireless	OUTDOOR RJ45 CONNECTOR PLUG KIT	OUTDOOR RJ45 CONNECTOR PLUG KIT	1 Month Warranty Wing	
KT-158767-01	WiNG Wireless	KIT AP7161 VEHICLE MOUNT	KIT AP7161 VEHICLE MOUNT	1 Month Warranty Wing	
KT2006-0224	Modular L3 Switching	K 24 PORT 10/100/1000 802.3AT POE IOM	K 24 PORT 10/100/1000 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2006-0224-G	Modular L3 Switching	K 24 PORT 10/100/1000 802.3AT POE IOM	K 24 PORT 10/100/1000 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2010-0224	Modular L3 Switching	K 24 PORT MINIRJ21 802.3AT POE IOM	K 24 PORT MINIRJ21 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2010-0224-G	Modular L3 Switching	K 24 PORT MINIRJ21 802.3AT POE IOM	K 24 PORT MINIRJ21 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT-6511-0000D-WR	WiNG Wireless	AP4511 Opt 3port Eth Module	Optional threeport Ethernet Module for AP4511	1 Month Warranty Wing	12/01/2019
LBS-CLD-100AP-PV-1YR	WiNG Wireless	LBS CLOUD 100AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	
LBS-CLD-100AP-PV-3YR	WiNG Wireless	LBS CLOUD 100AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	

LBS-CLD-100AP-PV-5YR	WiNG Wireless	LBS CLOUD 100AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	
LBS-CLD-10AP-PV-1YR	WiNG Wireless	LBS CLOUD 10AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-10AP-PV-3YR	WiNG Wireless	LBS CLOUD 10AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-10AP-PV-5YR	WiNG Wireless	LBS CLOUD 10AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-1AP-PV-1YR	WiNG Wireless	LBS CLOUD 1AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1AP-PV-3YR	WiNG Wireless	LBS CLOUD 1AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1AP-PV-5YR	WiNG Wireless	LBS CLOUD 1AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1KAP-PV-1YR	WiNG Wireless	LBS CLOUD 1000AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-1KAP-PV-3YR	WiNG Wireless	LBS CLOUD 1000AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-1KAP-PV-5YR	WiNG Wireless	LBS CLOUD 1000AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-5AP-PV-1YR	WiNG Wireless	LBS CLOUD 5AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-CLD-5AP-PV-3YR	WiNG Wireless	LBS CLOUD 5AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-CLD-5AP-PV-5YR	WiNG Wireless	LBS CLOUD 5AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-LVSTS-100K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS100KPV1YR	ExtremeLocation Voucher for 100K Long Visits for 1 Year	No Warranty	
LBS-LVSTS-1M-PV-1YR	Smart OmniEdge	LBSLVSTS1MPV1YR	ExtremeLocation Voucher for 1M Long Visits for 1 Year	No Warranty	

	Applications				
LBS-LVSTS-250K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS250KPV1YR	ExtremeLocation Voucher for 250K Long Visits for 1 Year	No Warranty	
LBS-LVSTS-500K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS500KPV1YR	ExtremeLocation Voucher for 500K Long Visits for 1 Year	No Warranty	
LBS-SVSTS-100K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS100KPV1YR	ExtremeLocation Voucher for 100K Short Visits for 1 Year	No Warranty	
LBS-SVSTS-1M-PV-1YR	Smart OmniEdge Applications	LBSSVSTS1MPV1YR	ExtremeLocation Voucher for 1M Short Visits for 1 Year	No Warranty	
LBS-SVSTS-250K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS250KPV1YR	ExtremeLocation Voucher for 250K Short Visits for 1 Year	No Warranty	
LBS-SVSTS-500K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS500KPV1YR	ExtremeLocation Voucher for 500K Short Visits for 1 Year	No Warranty	
MBO-ART02	Smart OmniEdge Wireless	MBOART02	MBOART02 Articulating Mtg Brkt	1 Year Warranty	
MGBIC-02	Modular Interfaces	1000BASET RJ45 MINI GBIC	1000BASE-T, RJ45 MINI GBIC	1 Year Warranty	
MGBIC-08	Modular Interfaces	MINI GBIC 1000BASEELX (70KM) 1 LC PORT	MINI GBIC 1000BASE-ELX (70KM) 1 LC PORT	1 Year Warranty	
MGBIC-100BT	Modular Interfaces	100BASET SFP		1 Year Warranty	12/31/2021
MGBIC-BX10-D	Modular Interfaces	1000BASEBX10D BIDIRECTIONAL SFP	1000BASE-BX10-D BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-BX10-U	Modular Interfaces	1000BASEBX10U BIDIRECTIONAL SFP	1000BASE-BX10-U BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-BX120-D	Modular Interfaces	1000BASEBX120D SFP	1000BASE-BX120-D SFP	1 Year Warranty	
MGBIC-BX120-U	Modular Interfaces	1000BASEBX120U SFP	1000BASE-BX120-U SFP	1 Year Warranty	
MGBIC-BX40-D	Modular Interfaces	1000BASEBX40D SFP	1000BASE-BX40-D SFP	1 Year Warranty	

MGBIC-BX40-U	Modular Interfaces	1000BASEBX40U BIDIRECTIONAL SFP	1000BASE-BX40-U BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-LC01	Modular Interfaces	MINI GBIC 1000BASESX W/ 1 LC MM PORT	MINI GBIC 1000BASESX W/ 1 LC MM PORT	1 Year Warranty	
MGBIC-LC01-G	Modular Interfaces	1GB SX MM SFP TAA	1GB SX MM, SFP, TAA	1 Year Warranty	
MGBIC-LC03	Modular Interfaces	MINI GBIC 1000BASEFX W/ 1 LC MM PT 2KM	MINI GBIC 1000BASE-FX W/ 1 LC MM PT - 2KM	1 Year Warranty	
MGBIC-LC04	Modular Interfaces	100BASEFX MM 1310NM 2 KM LC SFP	100BASE-FX, MM, 1310NM 2 KM, LC SFP	1 Year Warranty	
MGBIC-LC04-24PK	Modular Interfaces	24 PACK MGBICLC04	24 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC04-48PK	Modular Interfaces	48 PACK MGBICLC04	48 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC04-96PK	Modular Interfaces	96 PACK MGBICLC04	96 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC05	Modular Interfaces	100BASELX10 SM 1310NM 10 KM LC SFP	100BASE-LX10, SM, 1310NM, 10 KM, LC SFP	1 Year Warranty	
MGBIC-LC07	Modular Interfaces	1GB802.3 SM1550 NM110 KMLC SFP	1GB,802.3 SM,1550 NM,110 KM,LC SFP	1 Year Warranty	
MGBIC-LC09	Modular Interfaces	MINI GBIC 1000BASELX W/ 1 LC SM PORT	MINI GBIC 1000BASELX W/ 1 LC SM PORT	1 Year Warranty	
MGBIC-LC09-G	Modular Interfaces	1GB LX SM SFP TAA	1GB LX SM, SFP, TAA	1 Year Warranty	
ML-1499-10JK-01R	WiNG Wireless	LLC CableJump 10	10 ft LowLoss coaxial cable jumper N Male to N Male	1 Month Warranty Wing	
ML-1499-25JK-01R	WiNG Wireless	LLC CableJump 25	25 ft LowLoss coaxial cable jumper N Male to N Male with 2 connector seal kits	1 Month Warranty Wing	
ML-1499-50JK-01R	WiNG Wireless	LLC CableJump 50	50 ft LowLoss coaxial cable jumper N Male to N Male with 2 connector seal kits	3 Month Warranty Wing	06/30/2020
ML-1499-SD3MK-01R	WiNG Wireless	KITANTENNA MOUNTFOR ML2499SD301	KITANTENNA MOUNTFOR ML2499SD301	1 Month Warranty Wing	
ML-2452-APA2-01	WiNG Wireless	Dipole Omni 3.2/4.9 dBi BLK	Antenna 2.4/5 GHz Indoor Type Dipole (Paddle) Gain 3dBi/2.4GHz 4dBi/5GHz Beam Width EPlane 35	1 Month Warranty Wing	

			degrees HPlane 360 degrees Connector RPSMA Male		
ML-2452-APA2-02	WiNG Wireless	Dipole Omni 3.2/4.9 dBi White	ANT2.45GHZDBANDDP 67 DBIRPSMAWHT	1 Month Warranty Wing	
ML-2452-APAG2A1-01	WiNG Wireless	ANTDIPOLEGN2DBI2.4GHZ1DBI5GHZBLK	ANTDIPOLEGN2DBI2.4GHZ1DBI5GHZBLK	1 Month Warranty Wing	
ML-2452-APAG2A1-02	WiNG Wireless	Antenna 2G5G3dB Omni White	Antenna 2G and 5G 3dB Omni for indoor White Color	1 Month Warranty Wing	
ML-2452-HPA5-036	WiNG Wireless	Antenna outdoor 2G5G3dB Omni	Antenna 2G and 5G 3dBOmni directional Dipole for outdoor use	1 Month Warranty Wing	
ML-2452-HPA6-01	WiNG Wireless	ANTDUAL BAND 6 DBI ANTENNA	ANTDUAL BAND 6 DBI ANTENNA	1 Month Warranty Wing	
ML-2452-HPA6M6-072	WiNG Wireless	ANT 6 DUAL ELEMENT OMN ANTENNA	ANT 6 DUAL ELEMENT OMN ANTENNA	1 Month Warranty Wing	
ML-2452-HPA6X6-036	WiNG Wireless	ANT 6 PORT OMNI ANTENNA	ANT 6 PORT OMNI ANTENNA	1 Month Warranty Wing	
ML-2452-HPAG4A6-01	WiNG Wireless	ANTDP4.0DBI 2.4GHZ7.0DBI 5GHZ	ANTDP4.0DBI 2.4GHZ7.0DBI 5GHZ	1 Month Warranty Wing	
ML-2452-HPAG5A8-01	WiNG Wireless	ANTDP4.5DBI 2.4GHZ7.5DBI 5GHZ Ntype	ANTDP4.5DBI 2.4GHZ7.5DBI 5GHZ Ntype	1 Month Warranty Wing	
ML-2452-LAK1-01R	WiNG Wireless	2.4/5G LightArrest	2.4/5 GHz Lightning Arrestor (N Female to N Female) with N Male to RPSMA Male adapter	1 Month Warranty Wing	
ML-2452-LAK1-02R	WiNG Wireless	DUAL BAND LIGHTNING ARRESTOR	DUAL BAND LIGHTNING ARRESTOR	1 Month Warranty Wing	
ML-2452-PNA5-01R	WiNG Wireless	Antenna 25G5dBDIR	Antenna 2.4/5 GHz Outdoor Panel 5 dBi Beam Width EPlane 65 degrees HPlane 120 degrees Connector Type NMale	1 Month Warranty Wing	
ML-2452-PNA7-01R	WiNG Wireless	Antenna 25G7dBDIR	Antenna 2.4/5 GHz Outdoor Panel 7 dBi Beam Width EPlane 66	1 Month Warranty Wing	

			degrees HPlane 68 degrees Connector Type NMale		
ML-2452-PNL3M3-1	WiNG Wireless	DUALBAND DUAL POLARIZED SECTOR ANTENNA	DUALBAND DUAL POLARIZED SECTOR ANTENNA	1 Month Warranty Wing	
ML-2452-PNL6M3-N36	WiNG Wireless	ANT3 PORT DL PANEL 36 IN CBL NMALE	ANT3 PORT DUAL BAND PANEL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-PNL6M4-N36	WiNG Wireless	ANT NRW BEAM DIR36IN CBL NMALE CONN	DUAL POLARIZED DUAL BAND NARROW BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-PNL9M3-036	WiNG Wireless	ANT MIMO DUAL BAND SECTOR	ANT MIMO DUAL BAND SECTOR	1 Month Warranty Wing	
ML-2452-PNL9M3-N36	WiNG Wireless	ANT3 PORT DUAL BAND PANEL ANTENNA	ANT3 PORT DUAL BAND PANEL ANTENNA	1 Month Warranty Wing	
ML-2452-PTA2M2-036	WiNG Wireless	ANT 2 PORT DUAL BAND PATCH ANTENNA	ANT 2 PORT DUAL BAND PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-PTA3M3-036	WiNG Wireless	AP7131 3 PORT MIMO ANTENNA 36IN PIGTAIL	AP7131 3 PORT MIMO ANTENNA 36IN PIGTAIL	1 Month Warranty Wing	
ML-2452-PTA4M3X3-1	WiNG Wireless	ANT802.11 ABGN 3X3 MIMO RFS4011	ANT802.11 ABGN 3X3 MIMO RFS4011	3 Month Warranty Wing	12/26/2020
ML-2452-PTA4M4-036	WiNG Wireless	ANTENNA PATCH4 DUAL ELEMENT INDOOR	ANTENNA PATCH4 DUAL ELEMENT INDOOR	1 Month Warranty Wing	
ML-2452-PTA6M6-036	WiNG Wireless	ANT 6 PORT PATCH ANTENNA	ANT 6 PORT PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-PTA6X6-036	WiNG Wireless	ANT 6 PORT PATCH ANTENNA	ANT 6 PORT PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-SEC6M3-N36	WiNG Wireless	ANT3 PORT DL SECTOR 36 IN CBL NMALE	ANT3 PORT DUAL BAND SECTOR ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	

ML-2452-SEC6M4-036	WiNG Wireless	ANT WIDE BEAM DIR36IN CBL RPSMAMALE	DUAL POLARIZED DUAL BAND WIDE BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND RPSMAMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-SEC6M4-N30	WiNG Wireless	ANT DUAL SECTOR WITH 30IN CBL N CONN	DUAL BAND SECTOR WITH 30 INCH CABLE AND N CONNECTORS	1 Month Warranty Wing	
ML-2452-SEC6M4-N36	WiNG Wireless	ANT WIDE BEAM DIR36IN CBL NMALE CONN	DUAL POLARIZED DUAL BAND WIDE BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-VMM3M3-036	WiNG Wireless	ANT 3 DUAL BAND ELEMENTS VMM ANTENNA	ANT 3 DUAL BAND ELEMENTS VMM ANTENNA	1 Month Warranty Wing	
ML-2452-VMM5M3-N72	WiNG Wireless	3 PORT DUAL BAND VMM ANTENNA	3 PORT DUAL BAND VMM ANTENNA	1 Month Warranty Wing	
ML-2499-7PNA2-01R	WiNG Wireless	ANT2.4GHZ7DBIINDOOR65 DEGREE PNL	ANT2.4GHZ7DBIINDOOR65 DEGREE PNL	3 Month Warranty Wing	12/31/2013
ML-2499-BYGA2-01R	WiNG Wireless	Antenna 2G14dBDir	Antenna 2.4 GHz Outdoor Type Yagi Gain (Net) 14.2dBi (13.9dBi) Beam Width EPlane 30 degrees HPlane 35 degrees Cable 12 inches Connector Type N Female	3 Month Warranty Wing	06/30/2020
ML-2499-FHPA5-01R	WiNG Wireless	Antenna 2G5dBOmni	Antenna 2.4 GHz Outdoor Type Dipole Array (Pipe) OmniDirectional 5 dBi Beam Width EPlane 25 degrees HPlane 360 degrees Connector type N Male	1 Month Warranty Wing	
ML-2499-FHPA9-01R	WiNG Wireless	Antenna 2G9dBOmni	Antenna 2.4 GHz Outdoor Type Dipole Array (Pipe) OmniDirectional 9 dBi Beam Width EPlane 14 degrees HPlane 360 degrees Connector type N Male	3 Month Warranty Wing	06/30/2020

ML-2499-HPA3-02R	WiNG Wireless	ANT 2.4GHZ 3.3DBI DIPOLE ANTENNA	ANT 2.4GHZ 3.3DBI DIPOLE ANTENNA	1 Month Warranty Wing	
ML-2499-HPA4-01	WiNG Wireless	ANTENNA OUTDOOR 4dBi 2.4GHZ	Outdoor Rated Type Dipole Gain 4dBi 2.4GHz Connector NMale	1 Month Warranty Wing	
ML-2499-HPA8-01	WiNG Wireless	ANTENNA OUTDOOR 8dBi 2.4GHZ	Environment Outdoor Rated Type Dipole Gain 8 dBi 2.4GHz Connector NMale	1 Month Warranty Wing	
ML-5299-APA1-01R	WiNG Wireless	ANT5.5 GHZ DP AJ2DBICBL 0SMARPF	ANT5.5 GHZ DP AJ2DBICBL 0SMARPF	1 Month Warranty Wing	
ML-5299-FHPA6-01R	WiNG Wireless	Antenna 5G6dBOmni	Antenna 5 GHz Outdoor Type Dipole Array (Pipe) Omnidirectional 6 dBi Beam Width EPlane 16 degrees HPlane 360 degrees NMale connector type	1 Month Warranty Wing	
ML-5299-HPA10-01	WiNG Wireless	ANTENNA OUTDOOR 10dBi 5GHZ	Environment Outdoor Rated Type Dipole Gain 10 dBi 5.0GHz4.9GHz Connector NMale	1 Month Warranty Wing	
ML-5299-HPA1-01R	WiNG Wireless	Antenna 5G5dBOmni	Antenna 5 GHz Outdoor Type Dipole Array (Pipe) Gain (Net) 5.9dBi (5dBi) Beam Width EPlane 17 degrees HPlane 360 degrees Cable 36 inches Connector RPSMA Male	1 Month Warranty Wing	
ML-5299-HPA5-01	WiNG Wireless	ANTENNA OUTDOOR5dBi 5GHZ	Outdoor Rated Type Dipole Gain 5dBi 5.0GHz Connector NMale	1 Month Warranty Wing	
ML-5299-WPNA1-01R	WiNG Wireless	Antenna 5G13dBDir	Antenna 5 GHz Outdoor Type Panel Gain (Net) 14.2dBi (13dBi) Beam Width EPlane 27 degrees HPlane 31 degrees Cable 36 inches Connector RPSMA Male	3 Month Warranty Wing	06/30/2020
MOD-8XXX-0001E-WW	WiNG Wireless	SENSOR MODULE AMBIENT ENVIRONMENT	SENSOR MODULE AMBIENT ENVIRONMENT	1 Month Warranty Wing	07/13/2022
MUX-CWDM-01	Modular Interfaces	CWDM MUX 4 CHANNEL OBAND		1 Year Warranty	05/30/2024

MUX-RACK-01	Modular Interfaces	RACK MOUNT PANEL 1U	RACK MOUNT PANEL, 1U	1 Year Warranty	12/31/2024
NIBI-32-FLTR	SRA	NETIRON XMR/MLX BIGIRON RX32 AIR FILT	NetIron XMR/MLX and BigIron RX32 air filters for 32slot chassis 2 filter kit	1 Year Warranty	
NIBI-32-PSFAN	SRA	32SLOT NETIRON XMR/MLX BIGIRON RX SPA	32Slot NetIron XMR/MLX and BigIron RX spare power supply fan (1 fan)	1 Year Warranty	
NI-CE2000-FAN	SRA	SPARE FAN TRAY FOR NI CER/CES SERIES	Spare fan tray for NetIron CES and NetIron CER Series	1 Year Warranty	
NI-CER-2024-ADVU	SRA	ADV SRVS PREM SW FOR NI CER 24PORT RTR	Advanced Services Premium upgrade for NetIron CER 2000 24port routers (NetIron CER 2024C NetIron CER 2024F)	1 Year Warranty	
NI-CER-2024-ADVU-SW	SRA	S/WPPADV SRVS PREM LIC CER 24PORT RTR	Advanced Services Premium software upgrade for NetIron CER 2000 24port routers (NetIron CER 2024C NetIron CER 2024F)	Software Warranty	
NI-CER-2048-ADVU-SW	SRA	S/WPPADV SRVS PREM LIC CER 48PORT RTR	Advanced Services Premium software upgrade for NetIron CER 2000 48port routers (NetIron CER 2048C NetIron CER 2048F NetIron CER 2048CX NetIron CER 2048FX)	Software Warranty	
NI-CES-2024-L3U-SW	SRA	S/WPPL3 PREM LIC CES 24PORT SWITCHES	Layer 3 Premium software upgrade for NetIron CES 2000 24port switches (NetIron CES 2024C NetIron CES 2024F)	Software Warranty	
NI-CES-2024-MEU-SW	SRA	S/WPPME PREM LIC CES 24PORT SWITCHES	Metro Edge Premium software upgrade for NetIron CES 2000 24port switches (NetIron CES 2024C NetIron CES 2024F)	Software Warranty	

NI-CES-2048-L3U-SW	SRA	S/WPPL3 PREM LIC CES 48PORT SWITCHES	Layer 3 Premium software upgrade for NetIron CES 2000 48port switches (NetIron CES 2048C NetIron CES 2048F NetIron CES 2048CX NetIron CES 2048FX)	Software Warranty	
NI-CES-2048-MEU-SW	SRA	S/WPPME PREM LIC CES 48PORT SWITCHES	Metro Edge Premium software upgrade for NetIron CES 2000 48port switches (NetIron CES 2048C NetIron CES 2048F NetIron CES 2048CX NetIron CES 2048FX)	Software Warranty	
NI-MLX-10GX8-M	SRA	NI MLX 8PORT 10GBE (M) SFPP MODULE	Brocade MLX Series eight (8)port 10GbE (M) module with IPv4/IPv6/MPLS hardware support requires SFPP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
NI-X-16-8-HSF	SRA	MLX/XMR 16 8SLOT HI SPEED FABRIC MOD	MLXe/MLX/XMR high speed switch fabric module for 8slot and 16slot chassis	1 Year Warranty	
NI-X-16-FLTR	SRA	NI XMR/MLX 16SLOT AIR FILTER	NetIron XMR/MLX air filter for 16slot chassis	1 Year Warranty	
NI-X-32-HSF	SRA	NI MLXE/XMR/MLX HIGH SPEED SF32SL CHAS	MLXe/MLX/XMR high speed switch fabric module for 32slot chassis	1 Year Warranty	
NI-X-4-FLTR	SRA	NI XMR/MLX 4SLOT AIR FILTER	NetIron XMR/MLX air filter for 4slot chassis	1 Year Warranty	
NI-X-4-HSF	SRA	MLX/XMR 4SLOT HI SPEED FABRIC MOD	MLXe/MLX/XMR high speed switch fabric module for 4slot chassis	1 Year Warranty	
NI-X-8-FLTR	SRA	NI XMR/MLX 8SLOT AIR FILTER	NetIron XMR/MLX air filter for 8slot chassis	1 Year Warranty	
NI-X-IPNL	SRA	NETIRON XMR/MLX INTERFACE MODULE PANEL	NetIron XMR/MLX Series interface module blank panel	1 Year Warranty	
NI-X-MPNL	SRA	NETIRON XMR/MLX MANAGEMENT MODULE PANEL	NetIron XMR/MLX Series management module blank panel	1 Year Warranty	

NI-X-PWRPNL	SRA	NETIRON XMR/MLX POWER SUPPLY PANEL FOR 1	NetIron XMR/MLX power supply blank panel for 16 and 8slot chassis	1 Year Warranty	
NI-X-PWRPNL-A	SRA	NIXMR/MLX 4SLOT CHASSIS POWER SUPPLY B	NetIron XMR/MLX power supply blank panel for 4slot chassis	1 Year Warranty	
NI-X-SF1PNL	SRA	NIXMR/MLX 4SLOT CHASSIS SWITCH FABRIC	NetIron XMR/MLX switch fabric module blank panel for 4slot chassis	1 Year Warranty	
NI-X-SF3PNL	SRA	NETIRON XMR/MLX SWITCH FABRIC BLANK PANE	NetIron XMR/MLX switch fabric module blank panel for 16 and 8slot chassis	1 Year Warranty	
NMS-10	Network Management	NMS 10 DEVICES / 100 THIN APS	NMS 10 DEVICES / 100 THIN APS	Software Warranty	
NMS-100	Network Management	NMS 100 DEVICES / 1000 THIN APS	NMS 100 DEVICES / 1000 THIN APS	Software Warranty	
NMS-100-A100-UG	Network Management	LICENSE UPGRADE NMS100 TO NMSADV100	LICENSE UPGRADE NMS100 TO NMSADV100	Software Warranty	
NMS-100-UG	Network Management	UPGRADE NMS50 TO NMS100	UPGRADE NMS50 TO NMS100	Software Warranty	
NMS-10-A10-UG	Network Management	LICENSE UPGRADE NMS10 TO NMSADV10	LICENSE UPGRADE NMS10 TO NMSADV10	Software Warranty	
NMS-10-UG	Network Management	UPGRADE NMS5 TO NMS10	UPGRADE NMS5 TO NMS10	Software Warranty	
NMS-25	Network Management	NMS 25 DEVICES / 250 THIN APS	NMS 25 DEVICES / 250 THIN APS	Software Warranty	
NMS-250	Network Management	NMS 250 DEVICES / 2500 THIN APS	NMS 250 DEVICES / 2500 THIN APS	Software Warranty	
NMS-250-A250-UG	Network Management	LICENSE UPGRADE NMS250 TO NMSADV250	LICENSE UPGRADE NMS250 TO NMSADV250	Software Warranty	
NMS-250-UG	Network Management	UPGRADE NMS100 TO NMS250	UPGRADE NMS100 TO NMS250	Software Warranty	

NMS-25-A25-UG	Network Management	LICENSE UPGRADE NMS25 TO NMSADV25	LICENSE UPGRADE NMS25 TO NMSADV25	Software Warranty	
NMS-25-UG	Network Management	UPGRADE NMS10 TO NMS25	UPGRADE NMS10 TO NMS25	Software Warranty	
NMS-5	Network Management	NMS 5 DEVICES / 50 THIN APS	NMS 5 DEVICES / 50 THIN APS	Software Warranty	
NMS-50	Network Management	NMS 50 DEVICES / 500 THIN APS	NMS 50 DEVICES / 500 THIN APS	Software Warranty	
NMS-500	Network Management	NMS 500 DEVICES / 5000 THIN APS	NMS 500 DEVICES / 5000 THIN APS	Software Warranty	
NMS-500-A500-UG	Network Management	LICENSE UPGRADE NMS500 TO NMSADV500	LICENSE UPGRADE NMS500 TO NMSADV500	Software Warranty	
NMS-500-UG	Network Management	UPGRADE NMS250 TO NMS500	UPGRADE NMS250 TO NMS500	Software Warranty	
NMS-50-A50-UG	Network Management	LICENSE UPGRADE NMS50 TO NMSADV50	LICENSE UPGRADE NMS50 TO NMSADV50	Software Warranty	
NMS-50-UG	Network Management	UPGRADE NMS25 TO NMS50	UPGRADE NMS25 TO NMS50	Software Warranty	
NMS-5-A5-UG	Network Management	LICENSE UPGRADE NMS5 TO NMSADV5	LICENSE UPGRADE NMS5 TO NMSADV5	Software Warranty	
NMS-A-100-UG	Network Management	LICENSE UPG NMSADV50 TO NMSADV100	LICENSE UPGRADE NMSADV50 TO NMSADV10	Software Warranty	
NMS-A-10-UG	Network Management	LICENSE UPGRADE NMSADV5 TO NMSADV10	LICENSE UPGRADE NMSADV5 TO NMSADV10	Software Warranty	
NMS-A-250-UG	Network Management	LIC UPGRADE NMSADV100 TO NMSADV250	LIC UPGRADE NMSADV100 TO NMSADV250	Software Warranty	
NMS-A-25-UG	Network Management	LICENSE UPGRADE NMSADV10 TO NMSADV25	LICENSE UPGRADE NMSADV10 TO NMSADV25	Software Warranty	
NMS-A-500-UG	Network Management	LIC UPGRADE NMSADV250 TO NMSADV500	LIC UPGRADE NMSADV250 TO NMSADV500	Software Warranty	

NMS-A-50-UG	Network Management	LICENSE UPGRADE NMSADV25 TO NMSADV50	LICENSE UPGRADE NMSADV25 TO NMSADV50	Software Warranty	
NMS-ADV-10	Network Management	NMSADV 10 DEVICES/100 APS	NMSADV 10 DEVICES/100 APS	Software Warranty	
NMS-ADV-100	Network Management	NMSADV 100 DEVICES/1000 APS	NMSADV 100 DEVICES/1000 APS	Software Warranty	
NMS-ADV-25	Network Management	MSADV 25 DEVICES/250 APS	MSADV 25 DEVICES/250 APS	Software Warranty	
NMS-ADV-250	Network Management	NMSADV 250 DEVICES/2500 APS	NMSADV 250 DEVICES/2500 APS	Software Warranty	
NMS-ADV-5	Network Management	NMSADV 5 DEVICES/50 APS	NMSADV 5 DEVICES/50 APS	Software Warranty	
NMS-ADV-50	Network Management	NMSADV 50 DEVICES/500 APS	NMSADV 50 DEVICES/500 APS	Software Warranty	
NMS-ADV-500	Network Management	MSADV 500 DEVICES/5000 APS	MSADV 500 DEVICES/5000 APS	Software Warranty	
NMS-ADV-U	Network Management	NMSADV U DEVICES/U APS	NMSADV U DEVICES/U APS	Software Warranty	
NMS-A-U-UG	Network Management	LIC UPGRADE NMSADV500 TO NMSADVU	LIC UPGRADE NMSADV500 TO NMSADVU	Software Warranty	
NMS-B100-100-UG	Network Management	UPGRADE NMSBASE100 TO NMS100	UPGRADE NMSBASE100 TO NMS100	Software Warranty	
NMS-B-100-UG	Network Management	UPGRADE NMSBASE50 TO NMSBASE100	UPGRADE NMSBASE50 TO NMSBASE100	Software Warranty	
NMS-B10-10-UG	Network Management	UPGRADE NMSBASE10 TO NMS10	UPGRADE NMSBASE10 TO NMS10	Software Warranty	
NMS-B250-250-UG	Network Management	UPGRADE NMSBASE250 TO NMS250	UPGRADE NMSBASE250 TO NMS250	Software Warranty	
NMS-B-250-UG	Network Management	UPGRADE NMSBASE100 TO NMSBASE250	UPGRADE NMSBASE100 TO NMSBASE250	Software Warranty	

NMS-B25-25-UG	Network Management	UPGRADE NMSBASE25 TO NMS25	UPGRADE NMSBASE25 TO NMS25	Software Warranty	
NMS-B-25-UG	Network Management	UPGRADE NMSBASE10 TO NMSBASE25	UPGRADE NMSBASE10 TO NMSBASE25	Software Warranty	
NMS-B500-500-UG	Network Management	UPGRADE NMSBASE500 TO NMS500	UPGRADE NMSBASE500 TO NMS500	Software Warranty	
NMS-B-500-UG	Network Management	UPGRADE NMSBASE250 TO NMSBASE500	UPGRADE NMSBASE250 TO NMSBASE500	Software Warranty	
NMS-B50-50-UG	Network Management	UPGRADE NMSBASE50 TO NMS50	UPGRADE NMSBASE50 TO NMS50	Software Warranty	
NMS-B-50-UG	Network Management	UPGRADE NMSBASE25 TO NMSBASE50	UPGRADE NMSBASE25 TO NMSBASE50	Software Warranty	
NMS-BASE-10	Network Management	BASE NMS 10 DEVICES / 100 THIN APS	BASE NMS 10 DEVICES / 100 THIN APS	Software Warranty	
NMS-BASE-100	Network Management	BASE NMS 100 DEVICES / 1000 THIN APS	BASE NMS 100 DEVICES / 1000 THIN APS	Software Warranty	
NMS-BASE-25	Network Management	BASE NMS 25 DEVICES / 250 THIN APS	BASE NMS 25 DEVICES / 250 THIN APS	Software Warranty	
NMS-BASE-250	Network Management	BASE NMS 250 DEVICES / 2500 THIN APS	BASE NMS 250 DEVICES / 2500 THIN APS	Software Warranty	
NMS-BASE-50	Network Management	BASE NMS 50 DEVICES / 500 THIN APS	BASE NMS 50 DEVICES / 500 THIN APS	Software Warranty	
NMS-BASE-500	Network Management	BASE NMS 500 DEVICES / 5000 THIN APS	BASE NMS 500 DEVICES / 5000 THIN APS	Software Warranty	
NMS-BASE-U	Network Management	BASE NMS U DEVICES / U THIN APS	BASE NMS U DEVICES / U THIN APS	Software Warranty	
NMS-B-U-UG	Network Management	UPGRADE NMSBASE500 TO NMSBASEU	UPGRADE NMSBASE500 TO NMSBASEU	Software Warranty	
NMS-BU-U-UG	Network Management	UPGRADE NMSBASEU TO NMSU	UPGRADE NMSBASEU TO NMSU	Software Warranty	

NMS-K-12	Network Management	NETSIGHT FOR K12	NETSIGHT FOR K12	Software Warranty	
NMS-U	Network Management	NMS U DEVICES / U THIN APS	NMS U DEVICES / U THIN APS	Software Warranty	
NMS-U-AU-UG	Network Management	LICENSE UPGRADE FROM NMSU TO NMSADVU	LICENSE UPGRADE FROM NMSU TO NMSADVU	Software Warranty	
NMS-U-UG	Network Management	UPGRADE NMS500 TO NMSU	UPGRADE NMS500 TO NMSU	Software Warranty	
NS-A-20	Network Management	NETSIGHT APPLIANCE REQUIRES LICENSE	NETSIGHT APPLIANCE REQUIRES LICENSE	1 Year Warranty	12/29/2022
NS-USER	Network Management	NETSIGHT ADDITIONAL CONCURRENT CLIENT	NETSIGHT ADDITIONAL CONCURRENT CLIENT	Software Warranty	03/30/2020
NX-4500-AP-12	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 12)	NX4500 TIERED AP LICENSE (COUNT 12)	Software Warranty	
NX-4500-AP-24	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 24)	NX4500 TIERED AP LICENSE (COUNT 24)	Software Warranty	
NX-4500-AP-48	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 48)	NX4500 TIERED AP LICENSE (COUNT 48)	Software Warranty	
NX-4500-CACH-LIC	WiNG Wireless	LICENSECONTENT CACHE FOR NX45XX	LICENSECONTENT CACHE FOR NX45XX	Software Warranty	
NX-5500-100R0-WR	WiNG Wireless	NX5500 SERVICES PLATFORM	NX5500 SERVICES PLATFORM	1 Year Warranty Wing	
NX-5500-ADP-128	WiNG Wireless	LICENSE128X AP LICENSE PACK FOR NX5500	LICENSE128X AP LICENSE PACK FOR NX5500	Software Warranty	
NX-5500-ADP-16	WiNG Wireless	LICENSE16X AP LICENSE PACK FOR NX5500	LICENSE16X AP LICENSE PACK FOR NX5500	Software Warranty	
NX-5500-ADP-64	WiNG Wireless	LICENSE64X AP LICENSE PACK FOR NX5500	LICENSE64X AP LICENSE PACK FOR NX5500	Software Warranty	
NX5500E-100R0-APME	WiNG Wireless	NX5500E EXPRSS MANAGERS PLATFORM APAC	NX5500E EXPRESS MANAGERS PLATFORM APAC REGION	1 Year Warranty Wing	04/17/2023
NX-5500E-100R0-WR	WiNG Wireless	EXPRESS MANAGER PLATFORM	EXPRESS MANAGER PLATFORM	1 Year Warranty Wing	04/17/2023

NX-6500-AP-12	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 12)	NX6500 TIERED AP LICENSE (COUNT 12)	Software Warranty	
NX-6500-AP-24	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 24)	NX6500 TIERED AP LICENSE (COUNT 24)	Software Warranty	
NX-6500-AP-48	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 48)	NX6500 TIERED AP LICENSE (COUNT 48)	Software Warranty	
NX-6500-CACH-LIC	WiNG Wireless	LICENSECONTENT CACHE FOR NX65XX	LICENSECONTENT CACHE FOR NX65XX	Software Warranty	
NX-7500-10G-NMC	WiNG Wireless	NX 7500 2PORT 10G SFP+ NMC MODULE	NX 7500 2PORT 10G SFP+ NMC MODULE	1 Year Warranty Wing	
NX-7500-1G-NMC	WiNG Wireless	NX 7500 4PORT 1G SFP NMC MODULE	NX 7500 4PORT 1G SFP NMC MODULE	1 Year Warranty Wing	
NX-7500-AC-PSU	WiNG Wireless	NX 7500 AC POWER SUPPLY	NX 7500 AC POWER SUPPLY	1 Year Warranty Wing	
NX-7500-ADP-1024	WiNG Wireless	LICENSENX 7500 1024 PACK ADAPTIVE AP	LICENSENX 7500 1024 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-256	WiNG Wireless	LICENSENX 7500 256 PACK ADAPTIVE AP	LICENSENX 7500 256 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-64	WiNG Wireless	LICENSENX 7500 64 PACK ADAPTIVE AP	LICENSENX 7500 64 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-8	WiNG Wireless	LICENSENX 7500 8 PACK ADAPTIVE AP	LICENSENX 7500 8 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADSEC-LIC	WiNG Wireless	LICENSENX 7500 ADVANCED SECURITY	LICENSENX 7500 ADVANCED SECURITY	Software Warranty	
NX-7500-DC-PSU	WiNG Wireless	NX 7500 DC POWER SUPPLY	NX 7500 DC POWER SUPPLY	1 Year Warranty Wing	
NX-7500-HD-500GB	WiNG Wireless	NX 7530 500GB SPARE HARD DRIVE	NX 7530 500GB SPARE HARD DRIVE	1 Year Warranty Wing	
NX-7500-RAIL	WiNG Wireless	NX 7500 MOUNTING KIT SLIDING RAILS	NX 7500 MOUNTING KIT SLIDING RAILS	1 Month Warranty Wing	
NX-7500-SFP-LX	WiNG Wireless	NX 7500 1GBPS LONG RANGE SFP XCVR	NX 7500 1GBPS LONG RANGE SFP XCVR	1 Year Warranty Wing	
NX-7500-SFPPL-LX	WiNG Wireless	NX 7500 10GBPS LONG RANGE SFP+ XCVR	NX 7500 10GBPS LONG RANGE SFP+ XCVR	1 Year Warranty Wing	
NX-7500-SFPPL-SX	WiNG Wireless	NX 7500 10GBPS SHORT RANGE SFP+ XCVR	NX 7500 10GBPS SHORT RANGE SFP+ XCVR	1 Year Warranty Wing	

NX-7500-SFP-SX	WiNG Wireless	NX 7500 1GBPS SHORT RANGE SFP XCVR	NX 7500 1GBPS SHORT RANGE SFP XCVR	1 Year Warranty Wing	
NX-7510-100R0-WR	WiNG Wireless	NX 7510 INTEGRATED SVC PLATFORM	NX 7510 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX7510E-100R0-APME	WiNG Wireless	NX 7510E EXPRESS MANAGER PLATFORM APAC	NX 7510E EXPRESS MANAGER PLATFORM APAC REGION	1 Year Warranty Wing	04/17/2023
NX-7510E-100R0-WR	WiNG Wireless	NX 7510E EXPRESS MANAGER PLATFORM	NX 7510E EXPRESS MANAGER PLATFORM	1 Year Warranty Wing	04/17/2023
NX-7520-100R0-WR	WiNG Wireless	NX 7520 INTEGRATED SVC PLATFORM	NX 7520 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX-7530-100R0-WR	WiNG Wireless	NX 7530 INTEGRATED SVC PLATFORM	NX 7530 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX-9000-1024LIC-WR	WiNG Wireless	LICENSE1024 ADP AP FOR NX 9000	LICENSE1024 ADP AP FOR NX 9000	Software Warranty	
NX-9000-128LIC-WR	WiNG Wireless	LICENSE128 ADP AP FOR NX 9000	LICENSE128 ADP AP FOR NX 9000	Software Warranty	
NX-9000-8LIC-WR	WiNG Wireless	LICENSE8 PACK FOR NX 95XX	LICENSE8 PACK FOR NX 95XX	Software Warranty	
NX-9000-ADVSEC-LIC	WiNG Wireless	LICENSEADVANCED SECURITY FOR NX 9000	LICENSEADVANCED SECURITY FOR NX 9000	Software Warranty	
NX-9600-100AD-WR	WiNG Wireless	NX 9600 AirDefense Appliance	NX 9600 AirDefense Appliance. Must purchase platform license SPSWSVP1 with this controller.	1 Year Warranty Wing	
NX-9600-100R0-WR	WiNG Wireless	NX 9600 INTEGRATED SERVICES PLATFORM	NX 9600 INTEGRATED SERVICES PLATFORM	1 Year Warranty Wing	
NX-9600-HD-ACC	WiNG Wireless	NX 9600 HARD DRIVE (2TB) ACCESSORY	NX 9600 HARD DRIVE (2TB) ACCESSORY	1 Year Warranty Wing	
NX-9600-PSU-ACC	WiNG Wireless	NX 9600 POWER SUPPLY ACCESSORY	NX 9600 POWER SUPPLY ACCESSORY	1 Year Warranty Wing	
NX-9610-100R0-WR	WiNG Wireless	NX 9610 INTEGRATED SERVICES PLATFORM	NX 9610 INTEGRATED SERVICES PLATFORM	1 Year Warranty Wing	

NX9-NSIGHT-1	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 1 AP	NX9XXX NSIGHT PERPETUAL LICENSE FOR 1 AP	Software Warranty	
NX9-NSIGHT-1024	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 1024 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 1024 APS	Software Warranty	
NX9-NSIGHT-16	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 16 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 16 APS	Software Warranty	
NX9-NSIGHT-2048	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 2048 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 2048 APS	Software Warranty	
NX9-NSIGHT-256	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 256 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 256 APS	Software Warranty	
NX9-NSIGHT-64	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 64 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 64 APS	Software Warranty	
PD-3501G-ENT	WiNG Wireless	SINGLE PORT 802.3AF MIDSPAN DEVICE	SINGLE PORT 802.3AF MIDSPAN DEVICE	1 Year Warranty	
PD-9001GO-ENT	WiNG Wireless	OUTDOOR 802.3AT POE SINGLE PORT MIDSPAN	OUTDOOR 802.3AT POE SINGLE PORT MIDSPAN	1 Year Warranty	
PD-9001GR-ENT	WiNG Wireless	SINGLE PORT 802.3AT COMPLIANT MIDSPAN	SINGLE PORT 802.3AT COMPLIANT MIDSPAN	1 Year Warranty	
PD-9501GO-ENT	WiNG Wireless	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN	1 Year Warranty	
PD-MBKOUT	WiNG Wireless	MOUNTING BRACKET FOR OUTDOOR MIDSPANS	MOUNTING BRACKET FOR OUTDOOR MIDSPANS	1 Year Warranty	
PV-50K-SYS	AppID	EA SYS 50K FPM HW DEPL	EXTREME ANALYTICS system Application management for 50K Flows/Minute using analytics engine	1 Year Warranty	01/21/2025
PV-50K-SYS-2	AppID	EA SYS 50K FPM HW W/PAS	EXTREME ANALYTICS SYS 50K FPM HW W/PAS	1 Year Warranty	
PV-A-300	AppID	EA APPLIANCE (HARDWARE ONLY)	EXTREME ANALYTICS APPLIANCE (HARDWARE ONLY)	1 Year Warranty	12/29/2022
PV-A-300-10G-UG	AppID	10G INTERFACE UPGRADE FOR PVA305	10G INTERFACE UPGRADE FOR PV-A-300	1 Year Warranty	

PV-FC-180	AppID	EA APP SENSOR 4 SFP+ PORTS	EXTREME ANALYTICS APP SENSOR 4 SFP+ PORTS	1 Year Warranty	
PV-FC-180-G	AppID	TAA Purview Application Sensor w/ 2 PSB	PURVIEW APP SENSOR, 4 SFP+ PORTS(TAA)	1 Year Warranty	01/15/2025
PV-FPM-100K	AppID	EA LICENSE 100K FPM	EXTREME ANALYTICS LICENSE 100K FPM	Software Warranty	
PV-FPM-1M	AppID	EA LICENSE 1M FPM	EXTREME ANALYTICS LICENSE 1M FPM	Software Warranty	
PV-FPM-3M	AppID	EA LICENSE FOR 3M FPM	EXTREME ANALYTICS LICENSE FOR 3M FPM	Software Warranty	
PV-FPM-500K	AppID	EA LICENSE 500K FPM	EXTREME ANALYTICS LICENSE 500K FPM	Software Warranty	
PV-FPM-50K	AppID	EA LICENSE 50K FPM	EXTREME ANALYTICS LICENSE 50K FPM	Software Warranty	
PV-V50K-SYS	AppID	EA SYS 50K FPM VIRT DEPL	EXTREME ANALYTICS system Application management for 50K Flows/Minute using virtual analytics engine	1 Year Warranty	01/21/2025
PV-V-50K-SYS-2	AppID	EA SYS 50K FPM VIRT W/PAS	EXTREME ANALYTICS SYS 50K FPM VIRT W/PAS	1 Year Warranty	
PWR-BGA48V120W0WW	WiNG Wireless	PWR SUPPLY 100240VAC 48VDC 2.5A	POWER SUPPLY INFRASTRUCTUREPOWER BRICKACDC2.5 A 48VDC 120W	1 Month Warranty Wing	
PWR-BGA48V45W0WW	WiNG Wireless	PS ACDC0.93 A 45W INFRASTRUCTURE	POWER SUPPLY ADAPTORPOWER BRICKACDC0.93 APOWER SUPPLY INFRASTRUCTUREPOWER BRICKACDC0.9375 A 45W	1 Month Warranty Wing	
QSFP-SFPP-ADPT	Modular Interfaces	10GB QSFP+SFP+ ADAPTOR	10GB, QSFP+-SFP+ ADAPTOR	1 Year Warranty	
RAN4054A	WiNG Wireless	ANTENNA OUTDOOR 8 dBi 2.4GHZ	Environment Outdoor Rated Down tilt Type Dipole Gain 8 dBi 2.4GHz Connector NMale	1 Year Warranty	06/30/2020
RFS-4000-12ADP-LIC	WiNG Wireless	LICENSE12 ADAPTIVE FOR RFS4000	LICENSE12 ADAPTIVE FOR RFS4000	Software Warranty	
RFS-4000-24ADP-LIC	WiNG Wireless	LICENSE24 ADAPTIVE FOR RFS4000	LICENSE24 ADAPTIVE FOR RFS4000	Software Warranty	

RFS-4000-48ADP-LIC	WiNG Wireless	LICENSE48 ADAPTIVE FOR RFS4000	LICENSE48 ADAPTIVE FOR RFS4000	Software Warranty	
RFS-4000-6ADP-LIC	WiNG Wireless	LICENSE RFS4000 SERIES 6 ADP	LICENSE RFS4000 SERIES 6 ADP	Software Warranty	
RFS-4010-00010-WR	WiNG Wireless	RFS4000W/ INT.POE+PS	RFS4000W/ INT.POE+PS	1 Year Warranty Wing	
RFS-4010-00010-ZUS	WiNG Wireless	RFS4000W/ INT.POE+PS	RFS4000W/ INT.POE+PS	1 Year Warranty Wing	07/17/2023
RFS-4010-MTKT1U-WR	WiNG Wireless	RACK MOUNT TRAY 1U RFS4010	RACK MOUNT TRAY 1U RFS4010	1 Month Warranty Wing	
RFS-4011-MTKT2U-WR	WiNG Wireless	Summit WM3411 Rack Mount Kit	Summit WM3411 Rack Mount Kit	1 Year Warranty	06/30/2020
RFS-6010-100R0-WR	WiNG Wireless	KIT SWITCH RFS6010 WITH ZERO PORTS	KIT SWITCH RFS6010 WITH ZERO PORTS	1 Year Warranty Wing	06/21/2021
RFS-6010-ADP-128	WiNG Wireless	LICENSE ADAPTIVE AP 128 PORTRFS6000	LICENSE ADAPTIVE AP 128 PORTRFS6000	Software Warranty	
RFS-6010-ADP-16	WiNG Wireless	LICENSE ADAPTIVE AP 16 PORTRFS6000	LICENSE ADAPTIVE AP 16 PORTRFS6000	Software Warranty	
RFS-6010-ADP-256	WiNG Wireless	LICENSE ADAPTIVE AP 256 PORTRFS6000	LICENSE ADAPTIVE AP 256 PORTRFS6000	Software Warranty	
RFS-6010-ADSEC-LIC	WiNG Wireless	LICENSE ADVANCED SECURITYRFS6000	LICENSE ADVANCED SECURITYRFS6000	Software Warranty	
RFS-6010-UC-08-WWR	WiNG Wireless	LICENSE 8 PORTRFS6000 SERIES	LICENSE 8 PORTRFS6000 SERIES	Software Warranty	
RFS-7010-ADP-1024	WiNG Wireless	LICENSE ADAPTIVE AP 1024 PORTRFS7000	LICENSE ADAPTIVE AP 1024 PORTRFS7000	Software Warranty	
RFS-7010-ADP-512	WiNG Wireless	LICENSE ADAPTIVE AP 512 PORTRFS7000	LICENSE ADAPTIVE AP 512 PORTRFS7000	Software Warranty	
RFS-7010-ADP-64	WiNG Wireless	LICENSE ADAPTIVE AP 64 PORTRFS7000	LICENSE ADAPTIVE AP 64 PORTRFS7000	Software Warranty	
RFS-7010-ADSEC-LIC	WiNG Wireless	LICENSE ADVANCED SECURITYRFS7000	LICENSE ADVANCED SECURITYRFS7000	Software Warranty	
RFS-7010-UC-16-WR	WiNG Wireless	UPGRADE CERT 16 PORTRFS7000 SERIE	UPGRADE CERT 16 PORTRFS7000 SERIE	Software Warranty	
RMK-4POST-MLXE-32	SRA	RACK MOUNT KIT FOR 32SLOT SYSTEMS	MLXE32 RACK MOUNT KIT FOR A 4POST RACK (FLUSH MOUNT INSTALLATION)	1 Year Warranty	

RMK-CAB-CTO-MLXE-32	SRA	FRU MLXE32 4POST RACK KIT CTO	MLXe32 4Post Rack Kit Custom Federal Rack/Cabinet (CTO).	1 Year Warranty	
RMK-CAB-MLXE-16	SRA	MLXE16 MOUNT KIT CABINET/4 POST RACK	MLXE16 MOUNT KIT For MLXe16 installation in a Cabinet or a 4 post Rack. Includes a Cable Management Comb for cable management	1 Year Warranty	
RMK-CAB-MLXE-32	SRA	MLXE32 RACK MOUNT KIT FOR INSTL IN CAB	MLXE32 RACK MOUNT KIT FOR INSTALLATION IN CABINET (RECESS KIT)	1 Year Warranty	
RMK-CAB-MLXE-4	SRA	MLXE4 MOUNT KIT CABINET/4 POST RACK	MLXE4 MOUNT KIT For MLXe4 installation in a Cabinet or a 4 post Rack	1 Year Warranty	
RMK-CAB-MLXE-8	SRA	MLXE8 MOUNT KIT CABINET/4 POST RACK	MLXE8 MOUNT KIT For MLXe8 installation in a Cabinet or a 4 post Rack	1 Year Warranty	
RMK-NI-X-32	SRA	RACK MOUNT KIT FOR 32SLOT SYSTEMS	MLXe32 / MLX32/ XMR32000 Rack Mount Kit for installation in a standard 2 post rack	1 Year Warranty	
RPS9	SRA	500W AC PWR SUPPLY FOR NI CER/CES SERIES	500W AC Power supply for NetIron CES NetIron CER and ServerIron ADX 1000 Series	1 Year Warranty	
RPS9DC	SRA	500W DC PWR SUPPLY FOR NI CER/CES SERIES	500W DC Power supply for NetIron CES NetIron CER and and ServerIron ADX 1000 Series	1 Year Warranty	
RPS9DC-I	SRA	RPS9DCIEXHAUST	500W DC Power Supply with supply side intake airflow	No Warranty	
S1-CHASSIS-A	Modular L3 Switching	SSERIES S1 CHASSIS A WITH FANS	SSERIES S1 CHASSIS A WITH FANS	1 Year Warranty	04/30/2024
S1-EOS-USER	Modular L3 Switching	S1/S1A USER CAPACITY LICENSE UPGRADE	S1/S1A USER CAPACITY LICENSE UPGRADE	Software Warranty	04/30/2024
S1-EOS-VSB	Modular L3 Switching	S1 VIRTUAL SWITCH BONDING LICENSE	S1 VIRTUAL SWITCH BONDING LICENSE	Software Warranty	04/30/2024

S1-FAN-A	Modular L3 Switching	S1 A FAN TRAY	S1 A FAN TRAY	1 Year Warranty	04/30/2024
S1-MOUNT-KIT	Modular L3 Switching	S1 MOUNTING KIT		1 Year Warranty	04/30/2024
S1-S150-10G-BUN	Modular L3 Switching	S1 CHASSIS 16PORTS SFP+ BUNDLE WITH S150		1 Year Warranty	12/31/2019
S3-108SFP-BUN	Modular L3 Switching	S3 S130 108 PORT SFP BUNDLE		1 Year Warranty	12/31/2019
S3-CHASSIS-A	Modular L3 Switching	SSERIES S3 CHASSIS/FANTRAY	SSERIES S3 CHASSIS/FANTRAY	1 Year Warranty	04/30/2024
S3-CHASSIS-POEA	Modular L3 Switching	S3 CHASSISA AND 4 BAY POE SHELF	S3 CHASSISA AND 4 BAY POE SHELF	1 Year Warranty	04/30/2024
S3-MIDMOUNT-KIT	Modular L3 Switching	S3MIDMOUNTKIT		1 Year Warranty	04/30/2024
S3-POE-4BAY-UGK	Modular L3 Switching	S3 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S4-64SFPP-BUN	Modular L3 Switching	S4 64 PORTS SFP+		1 Year Warranty	12/31/2019
S4-CHASSIS	Modular L3 Switching	SSERIES S4 CHASSIS/FANTRAY	SSERIES S4 CHASSIS/FANTRAY	1 Year Warranty	04/30/2024
S4-CHASSIS-POE4	Modular L3 Switching	SSERIES S4 AND 4 BAY POE CHASSIS	SSERIES S4 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S4-MIDMOUNT-KIT	Modular L3 Switching	S4MIDMOUNTKIT		1 Year Warranty	04/30/2024
S4-POE-4BAY-UGK	Modular L3 Switching	S4 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S6-96SFPP-BUN	Modular L3 Switching	S6 96 P0RTS SFP+		1 Year Warranty	12/31/2019
S6-CHASSIS	Modular L3 Switching	S6 CHASSIS W S6 FANS	S6 CHASSIS W S6 FANS	1 Year Warranty	04/30/2024

S6-CHASSIS-POE4	Modular L3 Switching	SSERIES S6 AND 4 BAY POE CHASSIS	SSERIES S6 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S6-FAN	Modular L3 Switching	S6FAN		1 Year Warranty	04/30/2024
S6-MIDMOUNT-KIT	Modular L3 Switching	S6MIDMOUNTKIT		1 Year Warranty	04/30/2024
S8-348TRPL-BUN	Modular L3 Switching	S8POE4 348 PORT TRIPLE SPEED BUNDLE		1 Year Warranty	12/31/2019
S8-CHASSIS	Modular L3 Switching	SSERIES S8 CHASSIS/FANTRAYS	SSERIES S8 CHASSIS/FANTRAYS	1 Year Warranty	04/30/2024
S8-CHASSIS-POE4	Modular L3 Switching	SSERIES S8 AND 4 BAY POE CHASSIS	SSERIES S8 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S8-CHASSIS-POE8	Modular L3 Switching	SSERIES S8 AND 8 BAY POE CHASSIS	SSERIES S8 AND 8 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S8-MIDMOUNT-KIT	Modular L3 Switching	S8MIDMOUNTKIT		1 Year Warranty	04/30/2024
S8-POE-4BAY-UGK	Modular L3 Switching	S8 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S8-POE-8BAY-UGK	Modular L3 Switching	S8 8 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S-AC-PS	Modular L3 Switching	SSERIES AC POWER SUPPLY S3/S4/S8		1 Year Warranty	04/30/2024
S-AC-PS-15A	Modular L3 Switching	15 AMP S POWER SUPPLY		1 Year Warranty	04/30/2024
S-AC-PS-G	Modular L3 Switching	SSERIES AC POWER SUPPLY S3/S4/S6/S8 TAA		1 Year Warranty	04/30/2024
S-DC-PS	Modular L3 Switching	SSERIES DC POWER SUPPLY S3/S4/S8		1 Year Warranty	04/30/2024
S-EOS-FLOW	Modular L3 Switching	SSERIES FLOW CAPACITY LICENSE	SSERIES FLOW CAPACITY LICENSE	Software Warranty	

S-EOS-KMACSEC	Modular L3 Switching	SSERIES KMACSEC LICENSE		Software Warranty	04/30/2024
S-EOS-L3-S130	Modular L3 Switching	S130 CLASS ROUTING LICENSE	S130 CLASS ROUTING LICENSE	Software Warranty	04/30/2024
S-EOS-L3-S150	Modular L3 Switching	S150 CLASS ROUTING LICENSE	S150 CLASS ROUTING LICENSE	Software Warranty	04/30/2024
S-EOS-MACSEC	Modular L3 Switching	SSERIES MACSEC LICENSE	SSERIES MACSEC LICENSE	Software Warranty	04/30/2024
S-EOS-PPC	Modular L3 Switching	PORT USER CAPACITY LICENSE	PORT USER CAPACITY LICENSE	Software Warranty	04/30/2024
S-EOS-VSB	Modular L3 Switching	VIRTUAL SWITCH BONDING CHASSIS LICENSE	VIRTUAL SWITCH BONDING CHASSIS LICENSE	Software Warranty	04/30/2024
S-FAN	Modular L3 Switching	SSERIES FAN TRAY S3/S4/S8		1 Year Warranty	04/30/2024
SG1201-0848	Modular L3 Switching	SIOM 48 PORT SFP W2 OPTIONSLOTS	SIOM 48 PORT SFP W2 OPTIONSLOTS	1 Year Warranty	12/31/2019
SG1201-0848-F6	Modular L3 Switching	SI/OFAB 48 PORT SFP W2 OPSLOTS	SI/OFAB 48 PORT SFP W2 OPSLOTS	1 Year Warranty	12/31/2019
SG2201-0848	Modular L3 Switching	S140 48PORT SFP IO	S140 48PORT SFP IO	1 Year Warranty	04/30/2024
SG2201-0848G	Modular L3 Switching	S140 48PORT SFP IO (TAA)	S140 48PORT SFP IO (TAA)	1 Year Warranty	04/30/2024
SG4101-0248	Modular L3 Switching	SIOM 48 PORT SFP W1 OPTION SLOT	SIOM 48 PORT SFP W1 OPTION SLOT	1 Year Warranty	04/30/2024
SG4101-0248G	Modular L3 Switching	SIOM 48 PORT SFP W1 OPTION SLOT (TAA)	SIOM 48 PORT SFP W1 OPTION SLOT (TAA)	1 Year Warranty	04/30/2024
SG5201-0848-F6	Modular L3 Switching	S155 CLASS I/O FABRIC 48 PORTS SFP +2 OM	S155 CLASS I/O FABRIC 48 PORTS SFP +2 OM	1 Year Warranty	12/31/2019
SG8201-0848-F8	Modular L3 Switching	S180 48PORT SFP FABRIC	S180 48PORT SFP FABRIC	1 Year Warranty	04/30/2024

SG8201-0848-F8G	Modular L3 Switching	S180 48PORT SFP FABRIC (TAA)	S180 48PORT SFP FABRIC (TAA)	1 Year Warranty	04/30/2024
SGL2001-0850	Modular L3 Switching	48 PORTS SFP 2 PORTS QSFP+ S140 I/O	48 PORTS SFP 2 PORTS QSFP+ S140 I/O	1 Year Warranty	04/30/2024
SGL2001-0850G	Modular L3 Switching	48 PORT SFP2 PORTS QSFP+S140 I/O(TAA)	48 PORT SFP2 PORTS QSFP+S140 I/O(TAA)	1 Year Warranty	04/30/2024
SK1008-0816	Modular L3 Switching	SIOM 16 PORTS SFP PLUS	SIOM 16 PORTS SFP PLUS	1 Year Warranty	12/31/2019
SK1208-0808-F6	Modular L3 Switching	SI/OFAB 8 SFP+ PORTS W2 OPSLOTS	SI/OFAB 8 SFP+ PORTS W2 OPSLOTS	1 Year Warranty	12/31/2019
SK2008-0832	Modular L3 Switching	S140 32PORT SFPP IO	S140 32PORT SFPP IO	1 Year Warranty	04/30/2024
SK2008-0832G	Modular L3 Switching	S140 32PORT SFPP IO (TAA)	S140 32PORT SFPP IO (TAA)	1 Year Warranty	04/30/2024
SK2009-0824	Modular L3 Switching	S140 24PORT 10GBT IO	S140 24PORT 10GBT IO	1 Year Warranty	04/30/2024
SK2009-0824G	Modular L3 Switching	S140 24PORT 10GBT IO (TAA)	S140 24PORT 10GBT IO (TAA)	1 Year Warranty	04/30/2024
SK5208-0808-F6	Modular L3 Switching	155 CLASS I/O FABRIC 8 PORTS 10GB + 2OM	155 CLASS I/O FABRIC 8 PORTS 10GB + 2OM	1 Year Warranty	12/31/2019
SK8008-1224	Modular L3 Switching	S180 24PORT SFPP IO	S180 24PORT SFPP IO	1 Year Warranty	04/30/2024
SK8008-1224-F8	Modular L3 Switching	S180 24PORT SFPP FABRIC	S180 24PORT SFPP FABRIC	1 Year Warranty	04/30/2024
SK8008-1224-F8G	Modular L3 Switching	S180 24PORT SFPP FABRIC (TAA)	S180 24PORT SFPP FABRIC (TAA)	1 Year Warranty	04/30/2024
SK8008-1224G	Modular L3 Switching	S180 24PORT SFPP IO (TAA)	S180 24PORT SFPP IO (TAA)	1 Year Warranty	04/30/2024
SK8009-1224	Modular L3 Switching	S180 24PORT 10GBT IO	S180 24PORT 10GBT IO	1 Year Warranty	04/30/2024

SK8009-1224-F8	Modular L3 Switching	S180 24PORT 10GBT FABRIC	S180 24PORT 10GBT FABRIC	1 Year Warranty	04/30/2024
SK8009-1224-F8G	Modular L3 Switching	S180 24PORT 10GBT FABRIC (TAA)	S180 24PORT 10GBT FABRIC (TAA)	1 Year Warranty	04/30/2024
SK8009-1224G	Modular L3 Switching	S180 24PORT 10GBT IO (TAA)	S180 24PORT 10GBT IO (TAA)	1 Year Warranty	04/30/2024
SK8208-0808-F8	Modular L3 Switching	8 PORTS SFP+ S180 FABRIC WITH 2 OP MOD	8 PORTS SFP+ S180 FABRIC WITH 2 OP MOD	1 Year Warranty	04/30/2024
SK8208-0808-F8G	Modular L3 Switching	8 PORTS SFP+ S180 FABRIC W/2 OP MOD(TAA)	8 PORTS SFP+ S180 FABRIC W/2 OP MOD(TAA)	1 Year Warranty	12/19/2023
SKL8008-0810-F8	Modular L3 Switching	8 PORTS SFP+ 2 PORTS QSFP+ S180 FABRIC	8 PORTS SFP+ 2 PORTS QSFP+ S180 FABRIC	1 Year Warranty	12/19/2023
SKL8008-0810-F8G	Modular L3 Switching	8 PORTS SFP+ 2 PORTS QSFP+S180 FAB(TAA)	8 PORTS SFP+ 2 PORTS QSFP+S180 FAB(TAA)	1 Year Warranty	04/30/2024
SL8013-1206	Modular L3 Switching	S180 6PORT QSFP IO	S180 6PORT QSFP IO	1 Year Warranty	06/24/2023
SL8013-1206A	Modular L3 Switching	S180 6PORT QSFP IO A	S180 6PORT QSFP IO A	1 Year Warranty	04/30/2024
SL8013-1206AG	Modular L3 Switching	S180 6PORT QSFP IO A (TAA)	S180 6PORT QSFP IO A (TAA)	1 Year Warranty	04/30/2024
SL8013-1206-F8	Modular L3 Switching	S180 6PORT QSFP FABRIC	S180 6PORT QSFP FABRIC	1 Year Warranty	12/31/2023
SL8013-1206-F8A	Modular L3 Switching	S180 6PORT QSFP FABRIC A	S180 6PORT QSFP FABRIC A	1 Year Warranty	04/30/2024
SL8013-1206-F8AG	Modular L3 Switching	S180 6PORT QSFP FABRIC A (TAA)	S180 6PORT QSFP FABRIC A (TAA)	1 Year Warranty	04/30/2024
SOG2201-0112	Modular L3 Switching	12 PORTS SFP TYPE1 OM	12 PORTS SFP TYPE1 OM	1 Year Warranty	04/30/2024
SOG2201-0112G	Modular L3 Switching	12 PORTS SFP TYPE1 OM (TAA)	12 PORTS SFP TYPE1 OM (TAA)	1 Year Warranty	04/30/2024

SOGK2218-0212	Modular L3 Switching	10SFP 2SFP+ PORTS TYPE2 OM	10SFP 2SFP+ PORTS TYPE2 OM	1 Year Warranty	04/30/2024
SOGK2218-0212G	Modular L3 Switching	10SFP 2SFP+ PORTS TYPE2 OM (TAA)	10SFP 2SFP+ PORTS TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0102	Modular L3 Switching	2 PORTS SFP+ TYPE1 OM	2 PORTS SFP+ TYPE1 OM	1 Year Warranty	04/30/2024
SOK2208-0102G	Modular L3 Switching	2 PORTS SFP+ TYPE1 OM (TAA)	2 PORTS SFP+ TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0104	Modular L3 Switching	4 PORTS SFP+ TYPE1 OM	4 PORTS SFP+ TYPE1 OM	1 Year Warranty	04/30/2024
SOK2208-0104G	Modular L3 Switching	4 PORTS SFP+ TYPE1 OM (TAA)	4 PORTS SFP+ TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0204	Modular L3 Switching	4 PORTS SFP+ TYPE2 OM	4 PORTS SFP+ TYPE2 OM	1 Year Warranty	04/30/2024
SOK2208-0204G	Modular L3 Switching	4 PORTS SFP+ TYPE2 OM (TAA)	4 PORTS SFP+ TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOK2209-0204	Modular L3 Switching	10GBT TYPE2 OPTION MODULE	10GBT TYPE2 OPTION MODULE	1 Year Warranty	04/30/2024
SOK2209-0204G	Modular L3 Switching	10GBT TYPE2 OPTION MODULE (TAA)	10GBT TYPE2 OPTION MODULE (TAA)	1 Year Warranty	04/30/2024
SOT2206-0112	Modular L3 Switching	12 PORTS TRIPLE TYPE1 OM	12 PORTS TRIPLE TYPE1 OM	1 Year Warranty	04/30/2024
SOT2206-0112G	Modular L3 Switching	12 PORTS TRIPLE TYPE1 OM (TAA)	12 PORTS TRIPLE TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOTK2268-0212	Modular L3 Switching	10TS 2SFP+ PORTS TYPE2 OM	10TS 2SFP+ PORTS TYPE2 OM	1 Year Warranty	04/30/2024
SOTK2268-0212G	Modular L3 Switching	10TS 2SFP+ PORTS TYPE2 OM (TAA)	10TS 2SFP+ PORTS TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOV3008-0404	Modular L3 Switching	4 PORT VSB EXPANSION MODULE	4 PORT VSB EXPANSION MODULE	1 Year Warranty	04/30/2024

SOV3008-0404G	Modular L3 Switching	4 PORT VSB EXPANSION MODULE (TAA)	4 PORT VSB EXPANSION MODULE (TAA)	1 Year Warranty	04/30/2024
SOV3208-0202	Modular L3 Switching	2 VSB PORT TYPE2 OM	2 VSB PORT TYPE2 OM	1 Year Warranty	04/30/2024
SOV3208-0202G	Modular L3 Switching	2 VSB PORT TYPE2 OM (TAA)	2 VSB PORT TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
S-POE-PS	Modular L3 Switching	SSERIES POE POWER SUPPLY	SSERIES POE POWER SUPPLY	1 Year Warranty	04/30/2024
SP-SWSV-P-1	WiNG Wireless	AIRDEFENSE ADSP SERVER SW LICENSE	AIRDEFENSE ADSP SERVER SW LICENSE	Software Warranty	
SSA-AC-PS-1000G	Modular L3 Switching	TAA COMLIANT SSA 1000W PS		1 Year Warranty	04/30/2024
SSA-AC-PS-1000W	Modular L3 Switching	SSA AC POWER SUPPLY 1000W	S-Series Standalone (SSA S130 and SSA150 Class) and S1 Chassis - AC and PoE power supply, 15A, 110-240VAC input, (1000/1200W)	1 Year Warranty	01/15/2025
SSA-AC-PS-625W	Modular L3 Switching	SSA AC POWER SUPPLY 625W	S-Series Standalone (SSA S130 and SSA150 Class) - AC power supply, 15A, 100-240VAC input, (625W)	1 Year Warranty	01/15/2025
SSA-EOS-2XUSER	Modular L3 Switching	SSA DOUBLE USER CAPACITY LICENSE	SSA DOUBLE USER CAPACITY LICENSE	Software Warranty	
SSA-EOS-VSB	Modular L3 Switching	VIRTUAL SWITCH BONDING SSA LICENSE	VIRTUAL SWITCH BONDING SSA LICENSE	Software Warranty	
SSA-FAN-KIT	Modular L3 Switching	SSA FAN REPLACEMENT KIT	S-Series Standalone (SSA S130 and S150 Class) - Replacement fan assembly (Single FAN)	1 Year Warranty	01/15/2025
SSA-FB-AC-PS-A	Modular L3 Switching	SSA FTB PS I/O SIDE EXHAUST	S-Series Standalone (SSA180 Front to Back) - AC power supply, 15A, 100-240VAC input, I/O side exhaust	1 Year Warranty	01/15/2025
SSA-FB-AC-PS-B	Modular L3 Switching	SSA FTB PS IO SIDE INTAKE	S-Series Standalone (SSA180 Front to Back) - AC power supply, 15A,	1 Year Warranty	

			100-240VAC input, I/O side intake		
SSA-FB-FAN	Modular L3 Switching	SSA FRONT TO BACK FAN TRAY	SSA FRONT TO BACK FAN TRAY	1 Year Warranty	01/15/2025
SSA-FB-FAN-G	Modular L3 Switching	TAA COMPLIANT SSA180 FAN ASSEMBLY	TAA COMPLIANT SSA180 FAN ASSEMBLY	1 Year Warranty	04/30/2024
SSA-FB-MOUNTKIT	Modular L3 Switching	OPTIONAL RACKMOUNT KIT FOR SSA FB MODELS	Optional Rack Mount Kit for the SSA180 'Front to Back' models.	No Warranty	01/15/2025
SSA-G1018-0652	Modular L3 Switching	SSA 48 SFP AND 4 SFPP PORTS 1X	SSA 48 SFP AND 4 SFPP PORTS 1X	1 Year Warranty	03/31/2021
SSA-G8018-0652	Modular L3 Switching	SSA180 FRONT TO BACK SFP	SSA180 FRONT TO BACK SFP	1 Year Warranty	01/15/2025
SSA-G8018-A-G	Modular L3 Switching	TAA COMPLIANT SSA180 SFP WITH 2 PSA	TAA COMPLIANT SSA180 SFP WITH 2 PSA	1 Year Warranty	04/30/2024
SSA-G8018-B-G	Modular L3 Switching	TAA COMPLIANT SSA180 SFP WITH 2 PSB	TAA COMPLIANT SSA180 SFP WITH 2 PSB	1 Year Warranty	04/30/2024
SSA-T1068-0652A	Modular L3 Switching	SSA 48TS RJ45 POEAT AND 4 SFPP PORT 1XA	SSA 48TS RJ45 POEAT AND 4 SFPP PORT 1XA	1 Year Warranty	01/15/2025
SSA-T1068-0652G	Modular L3 Switching	SSA150A TRIPLE SPEED POE TAA	SSA150A TRIPLE SPEED POE TAA	1 Year Warranty	04/30/2024
SSA-T4068-0252	Modular L3 Switching	SSA 48 TS RJ45 POE AT AND 4 SFPP PORT 4X	SSA 48 TS RJ45 POE AT AND 4 SFPP PORT 4X	1 Year Warranty	01/15/2025
SSA-T4068-0252-G	Modular L3 Switching	SSA 48 TS RJ45 POE AT 4 SFPP PORT 4X TAA	SSA 48 TS RJ45 POE AT 4 SFPP PORT 4X TAA	1 Year Warranty	04/30/2024
SSA-T8028-0652	Modular L3 Switching	SSA180 FRONT TO BACK TRIPLESPEED	SSA180 FRONT TO BACK TRIPLESPEED	1 Year Warranty	01/15/2025
SSA-T8028-A-G	Modular L3 Switching	TAA COMPLIANT SSA180 TS WITH 2 PSA	TAA COMPLIANT SSA180 TS WITH 2 PSA	1 Year Warranty	04/30/2024
SSA-T8028-B-G	Modular L3 Switching	TAA COMPLIANT SSA180 TS WITH 2 PSB	TAA COMPLIANT SSA180 TS WITH 2 PSB	1 Year Warranty	04/30/2024

SSA-WALL-MOUNT	Modular L3 Switching	SSA S130S150 CLASS WALL MOUNT BRACKET	SSA S130, S150 and SSA180 class Wall Mount Bracket	1 Year Warranty	01/15/2025
SSCON-CAB	Fixed L3	CONSOLE CABLE FOR SECURESTACK B2 AND C2		No Warranty	11/01/2023
ST1206-0848	Modular L3 Switching	SIOM 48 PORTS TS RJ45 POE AT W2 OPSL	SIOM 48 PORTS TS RJ45 POE AT W2 OPSL	1 Year Warranty	12/31/2019
ST1206-0848-F6	Modular L3 Switching	SI/OFAB W48 TS AF POE W2 OPTSLOTS	SI/OFAB W48 TS AF POE W2 OPTSLOTS	1 Year Warranty	12/31/2019
ST2206-0848	Modular L3 Switching	S140 48PORT TS IO	S140 48PORT TS IO	1 Year Warranty	12/31/2023
ST2206-0848A	Modular L3 Switching	S140 48PORT TS IO A	S140 48PORT TS IO A	1 Year Warranty	04/30/2024
ST2206-0848AG	Modular L3 Switching	S140 48PORT TS IO A (TAA)	S140 48PORT TS IO A (TAA)	1 Year Warranty	04/30/2024
ST4106-0248	Modular L3 Switching	SIOM 48 PORT TS RJ45 POE AT W1 OPSLOT	SIOM 48 PORT TS RJ45 POE AT W1 OPSLOT	1 Year Warranty	04/30/2024
ST4106-0248G	Modular L3 Switching	SIOM 48P TS RJ45 POE AT W1 OPSLOT (TAA)	SIOM 48P TS RJ45 POE AT W1 OPSLOT (TAA)	1 Year Warranty	04/30/2024
ST4106-0348-F6	Modular L3 Switching	SI/OFAB W48 TS AF POE W1 OPTSLOTS	SI/OFAB W48 TS AF POE W1 OPTSLOTS	1 Year Warranty	01/30/2023
ST4106-0348-F6G	Modular L3 Switching	SI/OFAB W48 TS AF POE W1 OPTSLOTS (TAA)	SI/OFAB W48 TS AF POE W1 OPTSLOTS (TAA)	1 Year Warranty	04/30/2024
ST5206-0848-F6	Modular L3 Switching	S155 I/O FABRIC 48 PORTS TRIPLE+ 2 OM	S155 I/O FABRIC 48 PORTS TRIPLE+ 2 OM	1 Year Warranty	12/31/2019
ST8206-0848-F8	Modular L3 Switching	S180 48PORT TS FABRIC	S180 48PORT TS FABRIC	1 Year Warranty	09/30/2020
ST8206-0848-F8A	Modular L3 Switching	S180 48PORT TS FABRIC A	S180 48PORT TS FABRIC A	1 Year Warranty	04/30/2024
ST8206-0848-F8AG	Modular L3 Switching	S180 48PORT TS FABRIC A (TAA)	S180 48PORT TS FABRIC A (TAA)	1 Year Warranty	04/30/2024

STK-CAB-2M	Fixed L3	2M STACKING CABLE LIMITED SUPPORT	2M STACKING CABLE LIMITED SUPPORT	No Warranty	
STK-CAB-5M	Fixed L3	5M STACKING CABLE	5M STACKING CABLE	No Warranty	12/31/2022
STK-CAB-LONG	Fixed L3	1M STACKING CABLE	1M STACKING CABLE	No Warranty	
STK-CAB-SHORT	Fixed L3	30CM STACKING CABLE	30CM STACKING CABLE	No Warranty	
STK-RPS-1005CH3	Fixed L3	3SLOT MODULAR SHELF FOR 1005W PS	3SLOT MODULAR SHELF FOR 1005W PS	1 Year Warranty	
STK-RPS-1005PS	Fixed L3	1005W 802.3AT POE REDUNDANT POWER SUPPLY	1005W 802.3AT POE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STK-RPS-150CH2	Fixed L3	2SLOT MODULAR SHELF FOR 150W RPS	2SLOT MODULAR SHELF FOR 150W RPS	1 Year Warranty	
STK-RPS-150CH8	Fixed L3	8SLOT MODULAR SHELF FOR 150W PS	8SLOT MODULAR SHELF FOR 150W PS	1 Year Warranty	
STK-RPS-150PS	Fixed L3	150W NONPOE REDUNDANT POWER SUPPLY	150W NONPOE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STK-RPS-500PS	Fixed L3	500W 802.3AT POE REDUNDANT POWER SUPPLY	500W 802.3AT POE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STL2006-0850	Modular L3 Switching	48 PORTS TRIPLE 2 PORTS QSFP+ S140 I/O	48 PORTS TRIPLE 2 PORTS QSFP+ S140 I/O	1 Year Warranty	04/30/2024

STL2006-0850G	Modular L3 Switching	48 PORTS TRIPLE 2P QSFP+ S140 I/O(TAA)	48 PORTS TRIPLE 2P QSFP+ S140 I/O(TAA)	1 Year Warranty	04/30/2024
SV-1252-BK-1	WiNG Wireless	KITAIRDEFENSE BACKUP APPLIANCE 1252	KITAIRDEFENSE BACKUP APPLIANCE 1252	1 Year Warranty Wing	07/31/2022
SV-1252-P-1	WiNG Wireless	KITAIRDEFENSE APPLIANCE MODEL 1252	KITAIRDEFENSE APPLIANCE MODEL 1252	1 Year Warranty Wing	07/31/2022
SV-3652-BK-1	WiNG Wireless	KITAIRDEFENSE BACKUP APPLIANC 3652	KITAIRDEFENSE BACKUP APPLIANC 3652	1 Year Warranty Wing	07/31/2022
SV-3652-P-1	WiNG Wireless	KITAIRDEFENSE APPLIANCE MODEL 3652	KITAIRDEFENSE APPLIANCE MODEL 3652	1 Year Warranty Wing	07/31/2022
TS-0524-WR	WiNG Wireless	TS0524 POWER BROADBAND SWITCH	TS0524 POWER BROADBAND SWITCH	1 Year Warranty Wing	06/28/2024
TW-0511-60010-EU	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN EU	TW0511 WALL PLATE AP802.11 ABGN EU	Limited Lifetime Warranty Wing	07/13/2022
TW-0511-60010-US	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN US	TW0511 WALL PLATE AP802.11 ABGN US	Limited Lifetime Warranty Wing	07/13/2022
TW-0511-60010-WR	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN WR	TW0511 WALL PLATE AP802.11 ABGN WR	Limited Lifetime Warranty Wing	04/13/2022
TW-0522-67030-1-WR	WiNG Wireless	WALLPLATE AP802.11 N.AC. WR	WALLPLATE AP802.11 N.AC. WR Extreme	Limited Lifetime Warranty Wing	06/28/2024
TW-0522-67030-EU	WiNG Wireless	WALLPLATE AP802.11 N.AC. EU	WALLPLATE AP802.11 N.AC. EU	Limited Lifetime Warranty Wing	07/28/2023
TW-0522-67030-US	WiNG Wireless	WALLPLATE AP802.11 N.AC. US	WALLPLATE AP802.11 N.AC. US	Limited Lifetime Warranty Wing	06/28/2024
TW-0522-67030-WR	WiNG Wireless	WALLPLATE AP802.11 N.AC. WR	WALLPLATE AP802.11 N.AC. WR	Limited Lifetime Warranty Wing	07/28/2023

V300-8P-2T-W	VPE	V3008P2TW	V3008P2TW 8 port 10/100/1000BASET POE+ ports half/full duplex 2x1000BASET ports POE powered 802.3bt type 4 fanless	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-2Q	Smart OmniEdge Switching	VIM5 2x40GE QSFP	Versatile Interface Module 5 with two 40GbE (QSFP) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-2Y	Smart OmniEdge Switching	VIM5 2x25GE SFP28	Versatile Interface Module 5 with two 25GbE (SFP28) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4X	Smart OmniEdge Switching	VIM5 4x10GE SFP+	Versatile Interface Module 5 with four 10GbE (SFP+) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4XE	Smart OmniEdge Switching	VIM5 4x10GE SFP+ MACsec LRM	Versatile Interface Module 5 with four 10GbE (SFP+) ports LRM MACsec capable supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	

VIM5-4Y	Smart OmniEdge Switching	VIM5 4x25GE SFP28	Versatile Interface Module 5 with four 25GbE (SFP28) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4YE	Smart OmniEdge Switching	VIM5 4x25GE SFP28 MACsec	Versatile Interface Module 5 with four 25GbE (SFP28) ports MACsec capable supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VMM-ANT-CON-BUNDLE	WiNG Wireless	KITML2452VMM3M3036 259026302R	KITML2452VMM3M303 6259026302R	1 Month Warranty Wing	
VSP4900-48P-B1	EAN	VSP490048P with 1100W PSU Bundle	VSP490048P Bundle includes VSP490048P and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP4900-48P-B1-2Y	EAN	VSP490048PB1VIM52Y Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM52Y	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP4900-48P-B1-4X	EAN	VSP490048PB1 VIM54X Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM54X	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
VSP4900-48P-B1-4XE	EAN	VSP490048PB1 VIM54XE Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM54XE	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP7400-32C	EAN	VSP 7432CQ	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD 4post rack mount kit No PSU No Fans	1 Year Warranty	
VSP7400-32C-AC-F	EAN	VSP 7432CQF	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Front to Back Airflow	1 Year Warranty	
VSP7400-32C-AC-R	EAN	VSP 7432CQR	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Back to Front Airflow	1 Year Warranty	
VSP7400-48Y-8C	EAN	VSP 740048Y8C	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD 4post rack mount kit No PSU No Fans	1 Year Warranty	
VSP7400-48Y-8C-AC-F	EAN	VSP 740048Y8CACF	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Front to Back Airflow	1 Year Warranty	
VSP7400-48Y-8C-AC-R	EAN	VSP 740048Y8CACR	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports	1 Year Warranty	

			8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Back to Front Airflow		
VSP-PRMR-LE-LIC-P	EAN	VSP 4900 Premier License with MACsec	VSP 4900 Premier Feature License with MACsec for 1 Chassis	Software Warranty	
VSP-PRMR-LIC-P	EAN	VSP Premier License	VSP 7400 Premier Feature License Includes Insight license	Software Warranty	
VSP-PRMR-L-LIC-P	EAN	VSP 4900 Premier License	VSP 4900 Premier Feature License for 1 Chassis	Software Warranty	
VX-9000-ADP-1024	WiNG Wireless	LICENSEVX9000 1024X ADAPTIVE AP	LICENSEVX9000 1024X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-16	WiNG Wireless	LICENSEVX9000 16X ADAPTIVE AP	LICENSEVX9000 16X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-256	WiNG Wireless	LICENSEVX9000 256X ADAPTIVE AP	LICENSEVX9000 256X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-512	WiNG Wireless	LICENSEVX9000 512X ADAPTIVE AP	LICENSEVX9000 512X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-64	WiNG Wireless	LICENSEVX9000 64X ADAPTIVE AP	LICENSEVX9000 64X ADAPTIVE AP	Software Warranty	
VX-9000-APPLNC-LIC	WiNG Wireless	LICENSEVX9000 APPLIANCE	LICENSEVX9000 APPLIANCE	Software Warranty	
VX9-NSIGHT-1	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 1 AP	VX9000 NSIGHT PERPETUAL LICENSE FOR 1 AP	Software Warranty	
VX9-NSIGHT-1024	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 1024 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 1024 APS	Software Warranty	
VX9-NSIGHT-16	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 16 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 16 APS	Software Warranty	
VX9-NSIGHT-2048	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 2048 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 2048 APS	Software Warranty	
VX9-NSIGHT-256	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 256 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 256 APS	Software Warranty	
VX9-NSIGHT-64	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 64 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 64 APS	Software Warranty	

WAB910001-E6	EAN	WLAN 9100 WALL MOUNTING BRACKET	WLAN 9100 WALL MOUNTING BRACKET FOR 9122 9123 9132 () 9133 APs	1 Year Warranty	06/30/2023
WAB910004-E6	EAN	ENCLOSURE 12X12X6 LATCH LOCK	POLY ENCLOSURE 12X12X6 LATCH LOCK 4	1 Year Warranty	04/08/2023
WAB910005-E6	EAN	ENCLOSURE 14X12X6 KEY LOCK	POLY ENCLOSURE 14X12X6 KEY LOCK 4 N	1 Year Warranty	04/08/2023
WAP913200-E6	EAN	WAP 9132 n/ac 2X2 R00 US CANADA	WLAN AP 9132 INDOOR n/ac 2X2 R00 US () CANADA	Limited Lifetime Warranty Wing	06/30/2023
WAP913201-E6	EAN	WAP 9132 N/AC 2X2 R01 TAIWAN	WLAN AP 9132 INDOOR N/AC 2X2 R01 TAIWAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913202-E6	EAN	WAP 9132 N/AC 2X2 R02 MEXICO	WLAN AP 9132 INDOOR N/AC 2X2 R02 MEXICO	Limited Lifetime Warranty Wing	06/30/2023
WAP913203-E6	EAN	WAP 9132 N/AC 2X2 R03 COLUMBIA	WLAN AP 9132 INDOOR N/AC 2X2 R03 COLUMBIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913204-E6	EAN	WAP 9132 N/AC 2X2 R04 SAUDI ARABIA	WLAN AP 9132 INDOOR N/AC 2X2 R04 SAUDI ARABIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913205-E6	EAN	WAP 9132 N/AC 2X2 R05 CHINA	WLAN AP 9132 INDOOR N/AC 2X2 R05 CHINA	Limited Lifetime Warranty Wing	06/30/2023
WAP913206-E6	EAN	WAP 9132 n/ac 2X2 R06 EU EFTA	WLAN AP 9132 INDOOR n/ac 2X2 R06 EU EFTA	Limited Lifetime Warranty Wing	06/30/2023
WAP913207-E6	EAN	WAP 9132 N/AC 2X2 R07 ISRAEL	WLAN AP 9132 INDOOR N/AC 2X2 R07 ISRAEL	Limited Lifetime Warranty Wing	06/30/2023
WAP913208-E6	EAN	WAP 9132 N/AC 2X2 R08 AUSTRALIA	WLAN AP 9132 INDOOR N/AC 2X2 R08 AUSTRALIA	Limited Lifetime Warranty Wing	06/30/2023

WAP913209-E6	EAN	WAP 9132 N/AC 2X2 R09 UAE	WLAN AP 9132 INDOOR 2X2 11AC R09 UAE	Limited Lifetime Warranty Wing	06/30/2023
WAP913210-E6	EAN	WAP 9132 N/AC 2X2 R10 SOUTH KOREA	WLAN AP 9132 INDOOR N/AC 2X2 R10 SOUTH KOREA	Limited Lifetime Warranty Wing	06/30/2023
WAP913211-E6	EAN	WAP 9132 N/AC 2X2 R11 INDIA	WLAN AP 9132 INDOOR N/AC 2X2 R11 INDIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913212-E6	EAN	WAP 9132 n/ac 2X2 R12 JORDAN	WLAN AP 9132 INDOOR n/ac 2X2 R12 JORDAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913213-E6	EAN	WAP 9132 N/AC 2X2 R13 NEW ZEALAND	WLAN AP 9132 INDOOR N/AC 2X2 R13 NEW ZEALAND	Limited Lifetime Warranty Wing	06/30/2023
WAP913214-E6	EAN	WAP 9132 N/AC 2X2 R14 THAILAND	WLAN AP 9132 INDOOR N/AC 2X2 R14 THAILAND	Limited Lifetime Warranty Wing	06/30/2023
WAP913215-E6	EAN	WAP 9132 n/ac 2X2 R15 JAPAN	WLAN AP 9132 INDOOR n/ac 2X2 R15 JAPAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913216-E6	EAN	WAP 9132 n/ac 2X2 R16 DOMINICAN REP.	WLAN AP 9132 INDOOR n/ac 2X2 R16 DOMINICAN REP.	Limited Lifetime Warranty Wing	06/30/2023
WAP913217-E6	EAN	WAP 9132 n/ac 2X2 R17 BAHAMAS	WLAN AP 9132 INDOOR n/ac 2X2 R17 BAHAMAS	Limited Lifetime Warranty Wing	06/30/2023
WAP913218-E6	EAN	WAP 9132 N/AC 2X2 R18 QATAR	WLAN AP 9132 INDOOR N/AC 2X2 R18 QATAR	Limited Lifetime Warranty Wing	06/30/2023
WAP913219-E6	EAN	WAP 9132 n/ac 2X2 R19 INDONESIA	WLAN AP 9132 INDOOR n/ac 2X2 R19 INDONESIA	Limited Lifetime Warranty Wing	06/30/2023

WAP913220-E6	EAN	WAP 9132 n/ac 2X2 R20 EGYPT	WLAN AP 9132 INDOOR n/ac 2X2 R20 EGYPT	Limited Lifetime Warranty Wing	06/30/2023
WAP913221-E6	EAN	WAP 9132 n/ac 2X2 R21 BAHRAIN	WLAN AP 9132 INDOOR n/ac 2X2 R21 BAHRAIN	Limited Lifetime Warranty Wing	06/30/2023
WAP913222-E6	EAN	WAP 9132 n/ac 2X2 R22 LEBANON	WLAN AP 9132 INDOOR n/ac 2X2 R22 LEBANON	Limited Lifetime Warranty Wing	06/30/2023
WAP913225-E6	EAN	WAP 9132 N/AC 2X2 R25 CHILE	WLAN AP 9132 INDOOR N/AC 2X2 R25 CHILE	Limited Lifetime Warranty Wing	06/30/2023
WAP913226-E6	EAN	WAP 9132 N/AC 2X2 R26 HONG KONG	WLAN AP 9132 INDOOR N/AC 2X2 R26 HONG KONG	Limited Lifetime Warranty Wing	06/30/2023
WAP913227-E6	EAN	WAP 9132 N/AC 2X2 R27 PERU	WLAN AP 9132 INDOOR N/AC 2X2 R27 PERU	Limited Lifetime Warranty Wing	06/30/2023
WAP913228-E6	EAN	WAP 9132 N/AC 2X2 R28 VENEZUELA	WLAN AP 9132 INDOOR N/AC 2X2 R28 VENEZUELA	Limited Lifetime Warranty Wing	06/30/2023
WAP913229-E6	EAN	WAP 9132 N/AC 2X2 R29 ARGENTINA	WLAN AP 9132 INDOOR N/AC 2X2 R29 ARGENTINA	Limited Lifetime Warranty Wing	06/30/2023
WAP913230-E6	EAN	WAP 9132 N/AC2X2 R30 BRAZIL	WLAN AP 9132 INDOOR N/AC 2X2 R30 BRAZIL	Limited Lifetime Warranty Wing	06/30/2023
WAP913231-E6	EAN	WAP 9132 n/ac 2X2 R31 BRUNEI	WLAN AP 9132 INDOOR n/ac 2X2 R31 BRUNEI	Limited Lifetime Warranty Wing	06/30/2023
WAP913232-E6	EAN	WAP 9132 N/AC 2X2 R32 KUWAIT	WLAN AP 9132 INDOOR N/AC 2X2 R32 KUWAIT	Limited Lifetime Warranty Wing	06/30/2023

WAP913233-E6	EAN	WAP 9132 N/AC 2X2 R33 MALAYSIA	WLAN AP 9132 INDOOR N/AC 2X2 R33 MALAYSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913234-E6	EAN	WAP 9132 N/AC 2X2 R34 OMAN	WLAN AP 9132 INDOOR N/AC 2X2 R34 OMAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913235-E6	EAN	WAP 9132 N/AC 2X2 R35 PHILIPPINES	WLAN AP 9132 INDOOR N/AC 2X2 R35 PHILIPPINES	Limited Lifetime Warranty Wing	06/30/2023
WAP913236-E6	EAN	WAP 9132 n/ac 2X2 R36 SINGAPORE	WLAN AP 9132 INDOOR n/ac 2X2 R36 SINGAPORE	Limited Lifetime Warranty Wing	06/30/2023
WAP913237-E6	EAN	WAP 9132 N/AC 2X2 R37 SOUTH AFRICA	WLAN AP 9132 INDOOR N/AC 2X2 R37 SOUTH AFRICA	Limited Lifetime Warranty Wing	06/30/2023
WAP913238-E6	EAN	WAP 9132 n/ac 2X2 R38 TRINIDAD	WLAN AP 9132 INDOOR n/ac 2X2 R38 TRINIDAD	Limited Lifetime Warranty Wing	06/30/2023
WAP913239-E6	EAN	WAP 9132 N/AC 2X2 R39 TURKEY	WLAN AP 9132 INDOOR N/AC 2X2 R39 TURKEY	Limited Lifetime Warranty Wing	06/30/2023
WAP913240-E6	EAN	WAP 9132 N/AC 2X2 R40 RUSSIA	WLAN AP 9132 INDOOR N/AC 2X2 R40 RUSSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913241-E6	EAN	WAP 9132 n/ac2X2 R41 MACAU	WLAN AP 9132 INDOOR n/ac 2X2 R41 MACAU	Limited Lifetime Warranty Wing	06/30/2023
WAP913243-E6	EAN	WAP 9132 n/ac 2X2 R43 VIETNAM	WLAN AP 9132 INDOOR n/ac 2X2 R43 VIETNAM	Limited Lifetime Warranty Wing	06/30/2023
WAP913246-E6	EAN	WAP 9132 n/ac 2X2 R46 MOROCCO	WLAN AP 9132 INDOOR n/ac 2X2 R46 MOROCCO	Limited Lifetime Warranty Wing	06/30/2023

WAP913247-E6	EAN	WAP 9132 n/ac 2X2 R47 KENYA	WLAN AP 9132 INDOOR n/ac 2X2 R47 KENYA	Limited Lifetime Warranty Wing	06/30/2023
WAP913248-E6	EAN	WAP 9132 n/ac 2X2 R48 ALGERIA	WLAN AP 9132 INDOOR n/ac 2X2 R48 ALGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913249-E6	EAN	WAP 9132 n/ac 2X2 R49 NIGERIA	WLAN AP 9132 INDOOR n/ac 2X2 R49 NIGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913250-E6	EAN	WAP 9132 n/ac 2X2 R50 GHANA	WLAN AP 9132 INDOOR n/ac 2X2 R50 GHANA	Limited Lifetime Warranty Wing	06/30/2023
WAP914400-E6	EAN	WAP9144 WAVE 2 4x4 R00 US CANADA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R00 US CANADA	Limited Lifetime Warranty Wing	06/30/2023
WAP914400-E6ED	EAN	WAP9144 WAVE 2 R00 US CAN (EDUC)	WLAN AP 9144 RESTRICTED CODE NOT AVAILABLE FOR GENERAL ORDERS	Limited Lifetime Warranty Wing	06/30/2023
WAP914401-E6	EAN	WAP9144 WAVE 2 4x4 R01 TAIWAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R01 TAIWAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914402-E6	EAN	WAP9144 WAVE 2 4x4 R02 MEXICO	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R02 MEXICO	Limited Lifetime Warranty Wing	06/30/2023
WAP914403-E6	EAN	WAP9144 WAVE 2 4x4 R03 COLUMBIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R03 COLUMBIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914404-E6	EAN	WAP9144 WAVE 2 4x4 R04 SAUDI ARABIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R04 SAUDI ARABIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914405-E6	EAN	WAP9144 WAVE 2 4x4 R05 CHINA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R05 CHINA	Limited Lifetime Warranty Wing	06/30/2023
WAP914406-E6	EAN	WAP9144 WAVE 2 4x4 R06 EU EFTA	WLAN AP 9144 INDOOR WAVE 2	Limited Lifetime	06/30/2023

			DUAL RADIO 4X4 R06 EU EFTA	Warranty Wing	
WAP914407-E6	EAN	WAP9144 WAVE 2 4x4 R07 ISRAEL	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R07 ISRAEL	Limited Lifetime Warranty Wing	06/30/2023
WAP914408-E6	EAN	WAP9144 WAVE 2 4x4 R08 AUSTRALIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R08 AUSTRALIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914409-E6	EAN	WAP9144 WAVE 2 4x4 R09 UAE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R09 UAE	Limited Lifetime Warranty Wing	06/30/2023
WAP914410-E6	EAN	WAP9144 WAVE 2 4x4 R10 SOUTH KOREA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R10 SOUTH KOREA	Limited Lifetime Warranty Wing	06/30/2023
WAP914411-E6	EAN	WAP9144 WAVE 2 4x4 R11 INDIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R11 INDIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914412-E6	EAN	WAP9144 WAVE 2 4x4 R12 JORDON	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R12 JORDON	Limited Lifetime Warranty Wing	06/30/2023
WAP914413-E6	EAN	WAP9144 WAVE 2 4x4 R13 NEW ZEALAND	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R13 NEW ZEALAND	Limited Lifetime Warranty Wing	06/30/2023
WAP914414-E6	EAN	WAP9144 WAVE 2 4x4 R14 THAILAND	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R14 THAILAND	Limited Lifetime Warranty Wing	06/30/2023
WAP914415-E6	EAN	WAP9144 WAVE 2 4x4 R15 JAPAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R15 JAPAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914416-E6	EAN	WAP9144 WAVE 2 4x4 R16 DOMINICAN REP.	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R16 DOMINICAN REP.	Limited Lifetime Warranty Wing	06/30/2023
WAP914417-E6	EAN	WAP9144 WAVE 2 4x4 R17 BAHAMAS	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R17 BAHAMAS	Limited Lifetime Warranty Wing	06/30/2023

WAP914418-E6	EAN	WAP9144 WAVE 2 4x4 R18 QATAR	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R18 QATAR	Limited Lifetime Warranty Wing	06/30/2023
WAP914419-E6	EAN	WAP9144 WAVE 2 4x4 R19 INDONESIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R19 INDONESIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914420-E6	EAN	WAP9144 WAVE 2 4x4 R20 EGYPT	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R20 EGYPT	Limited Lifetime Warranty Wing	06/30/2023
WAP914421-E6	EAN	WAP9144 WAVE 2 4x4 R21 BAHRAIN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R21 BAHRAIN	Limited Lifetime Warranty Wing	06/30/2023
WAP914422-E6	EAN	WAP9144 WAVE 2 4x4 R22 LEBANON	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R22 LEBANON	Limited Lifetime Warranty Wing	06/30/2023
WAP914425-E6	EAN	WAP9144 WAVE 2 4x4 R25 CHILE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R25 CHILE	Limited Lifetime Warranty Wing	06/30/2023
WAP914426-E6	EAN	WAP9144 WAVE 2 4x4 R26 HONG KONG	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R26 HONG KONG	Limited Lifetime Warranty Wing	06/30/2023
WAP914427-E6	EAN	WAP9144 WAVE 2 4x4 R27 PERU	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R27 PERU	Limited Lifetime Warranty Wing	06/30/2023
WAP914428-E6	EAN	WAP9144 WAVE 2 4x4 R28 VENEZUELA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R28 VENEZUELA	Limited Lifetime Warranty Wing	06/30/2023
WAP914429-E6	EAN	WAP9144 WAVE 2 4x4 R29 ARGENTINA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R29 ARGENTINA	Limited Lifetime Warranty Wing	06/30/2023
WAP914430-E6	EAN	WAP9144 WAVE 2 4x4 R30 BRAZIL	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R30 BRAZIL	Limited Lifetime Warranty Wing	06/30/2023
WAP914431-E6	EAN	WAP9144 WAVE 2 4x4 R31 BRUNEI	WLAN AP 9144 INDOOR WAVE 2	Limited Lifetime	06/30/2023

			DUAL RADIO 4X4 R31 BRUNEI	Warranty Wing	
WAP914432-E6	EAN	WAP9144 WAVE 2 4x4 R32 KUWAIT	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R32 KUWAIT	Limited Lifetime Warranty Wing	06/30/2023
WAP914433-E6	EAN	WAP9144 WAVE 2 4x4 R33 MALAYSIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R33 MALAYSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914434-E6	EAN	WAP9144 WAVE 2 4x4 R34 OMAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R34 OMAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914435-E6	EAN	WAP9144 WAVE 2 4x4 R35 PHILIPPINES	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R35 PHILIPPINES	Limited Lifetime Warranty Wing	06/30/2023
WAP914436-E6	EAN	WAP9144 WAVE 2 4x4 R36 SINGAPORE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R36 SINGAPORE	Limited Lifetime Warranty Wing	06/30/2023
WAP914437-E6	EAN	WAP9144 WAVE 2 4x4 R37 SOUTH AFRICA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R37 SOUTH AFRICA	Limited Lifetime Warranty Wing	06/30/2023
WAP914438-E6	EAN	WAP9144 WAVE 2 4x4 R38 TRINIDAD	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R38 TRINIDAD	Limited Lifetime Warranty Wing	06/30/2023
WAP914439-E6	EAN	WAP9144 WAVE 2 4x4 R39 TURKEY	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R39 TURKEY	Limited Lifetime Warranty Wing	06/30/2023
WAP914440-E6	EAN	WAP9144 WAVE 2 4x4 R40 RUSSIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R40 RUSSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914441-E6	EAN	WAP9144 WAVE 2 4x4 R41 MACAU	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R41 MACAU	Limited Lifetime Warranty Wing	06/30/2023
WAP914443-E6	EAN	WAP9144 WAVE 2 4x4 R43 VIETNAM	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R43 VIETNAM	Limited Lifetime Warranty Wing	06/30/2023

WAP914446-E6	EAN	WAP9144 WAVE 2 4x4 R46 MOROCCO	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R46 MOROCCO	Limited Lifetime Warranty Wing	06/30/2023
WAP914447-E6	EAN	WAP9144 WAVE 2 4x4 R47 KENYA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R47 KENYA	Limited Lifetime Warranty Wing	06/30/2023
WAP914448-E6	EAN	WAP9144 WAVE 2 4x4 R48 ALGERIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R48 ALGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914449-E6	EAN	WAP9144 WAVE 2 4x4 R49 NIGERIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R49 NIGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914450-E6	EAN	WAP9144 WAVE 2 4x4 R50 GHANA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R50 GHANA	Limited Lifetime Warranty Wing	06/30/2023
WLC0002NAC	EAN	WLAN 9100 2 AP 11N TO 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 2 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0005APP	EAN	WLAN 9100 APP CONTROL 5 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 5 AP LIC NU	Software Warranty	06/30/2023
WLC0010NAC	EAN	WLAN 9100 10 AP 11N to 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 10 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0020APP	EAN	WLAN 9100 APP CONTROL 20 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 20 AP LIC NU	Software Warranty	06/30/2023
WLC0050NAC	EAN	WLAN 9100 50 AP 11N to 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 50 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0050WOS	EAN	WLAN 9100 ORCH SYS 50 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 50 AP REQ. BASE SW LIC NU	Software Warranty	06/30/2023
WLC0100WOS	EAN	WLAN 9100 ORCH SYS 100 AP LIC NU	WLAN 9100 ORCHESTRATION SYS	Software Warranty	06/30/2023

			LIC FOR 100 AP REQ. BASE SW LIC NU		
WLC0200APP	EAN	WLAN 9100 APP CONTROL 200 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 200 AP LIC NU	Software Warranty	06/30/2023
WLC0500WOS	EAN	WLAN 9100 ORCH SYS 500 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 500 AP REQ. BASE SW LIC NU	Software Warranty	06/30/2023
WLC1000WOS	EAN	WLAN 9100 ORCH SYS 1000 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 1000 AP REQ. BASE SW LICNU	Software Warranty	06/30/2023
WOS9100E	EAN	WLAN 9100 ORCH SYSTEM LIC NU	WLAN 9100 ORCHESTRATION SYSTEM SW ONLY REQ. AP LIC NU	Software Warranty	06/30/2023
WPR9100A1-E6	EAN	WLAN 9100 POE INJECTOR NO PC	WLAN 9100 POE INJECTOR FOR 912X 913X AP NO POWER CORD	Limited Lifetime Warranty Wing	06/30/2023
WS-AI-DD05120	IdentiFi Wireless	2.4/5GHZ 120DEG DUAL FD IND ANT	2.4/5GHZ 120DEG DUAL FD IND ANT	1 Year Warranty	11/01/2023
WS-AI-DQ04360	IdentiFi Wireless	2.4/5GHZ OMNI QUAD FD IND ANT	2.4/5GHZ OMNI QUAD FD IND ANT	1 Year Warranty	07/31/2024
WS-AI-DT04360	IdentiFi Wireless	4 DBI IN OMNI 3FEED 2.4/5GHZ		1 Year Warranty	11/01/2023
WS-ANT-2DIP-2	IdentiFi Wireless	2.4GHZ INDOOR DIPOLE ANT	2.4GHZ INDOOR DIPOLE ANT	1 Year Warranty	11/01/2023
WS-ANT-5DIP-2	IdentiFi Wireless	5GHZ INDOOR DIPOLE ANT	5GHZ INDOOR DIPOLE ANT	1 Year Warranty	11/01/2023
WS-AO-2DIPN3	IdentiFi Wireless	OUTDOOR 2.4G DIPOLE 3 PACK		1 Year Warranty	12/31/2019
WS-AO-5D23009N	IdentiFi Wireless	OUTOOR 5G MIMO 9 DEG N	OUTOOR 5G MIMO 9 DEG N	1 Year Warranty	
WS-AO-5DIPN3	IdentiFi Wireless	OUTDOOR 5G DIPOLE 3 PACK		1 Year Warranty	12/31/2019
WS-AO-DS02360N3	IdentiFi Wireless	OUTOOR DUAL BAND OMNI 3 PACK		1 Year Warranty	12/31/2019
WS-AO-DT05120N	IdentiFi Wireless	OUTOOR DUAL BAND MIMO 120 DEG N	OUTOOR DUAL BAND MIMO 120 DEG N	1 Year Warranty	12/31/2019
WS-AO-DX07025N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 25 DEG N	OUTDOOR DUAL BAND MIMO 25 DEG N	1 Year Warranty	12/31/2019

WS-AO-DX07180N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 180 DEG N	OUTDOOR DUAL BAND MIMO 180 DEG N	1 Year Warranty	12/31/2019
WS-AO-DX10055N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 55 DEG N		1 Year Warranty	12/31/2019
WS-AO-DX13025N	IdentiFi Wireless	OUTOOR DUAL BAND MIMO 25 DEG N		1 Year Warranty	12/31/2019
WS-AP3705I	IdentiFi Wireless	DUAL BAND 2X2X2 MIMO INDOOR 11ABGN AP	DUAL BAND 2X2X2 MIMO INDOOR 11ABGN AP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020
WS-AP3710E	IdentiFi Wireless	DUAL RADIO 3X33 MIMO EXTERNAL ANTENNA	DUAL RADIO 3X33 MIMO EXTERNAL ANTENNA	Lifetime Warranty - NBD Ship for Indoor APs	07/31/2020
WS-AP3710I	IdentiFi Wireless	DUAL RADIO 3X33 MIMO INTEGRATED ANTENNA	DUAL RADIO 3X33 MIMO INTEGRATED ANTENNA	Lifetime Warranty - NBD Ship for Indoor APs	07/31/2020
WS-AP3715E	IdentiFi Wireless	DUAL RADIO 3X33 MIMO EXT ANTENNA 2 ENET	DUAL RADIO 3X33 MIMO EXT ANTENNA 2 ENET	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020
WS-AP3715I	IdentiFi Wireless	DUAL RADIO 3X33 MIMO INT ANTENNA 2 ENET	DUAL RADIO 3X33 MIMO INT ANTENNA 2 ENET	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020

WS-AP3765E	IdentiFi Wireless	DUALBAND 3X3X3 OUTDOOR 11AGN EXT ANT	DUALBAND 3X3X3 OUTDOOR 11AGN EXT ANT	1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3765I	IdentiFi Wireless	DUALBAND 3X3X3 OUTDOOR 11AGN INT ANT	DUALBAND 3X3X3 OUTDOOR 11AGN INT ANT	1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3767E	IdentiFi Wireless	DUAL BAND 3X3X3 OUT SFP 11AGN INT ANT		1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3801I	IdentiFi Wireless	AP3801I DUALBANDSINGLE RADIO 11AC/BGN	AP3801I DUALBANDSINGLE RADIO 11AC/BGN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3805E	IdentiFi Wireless	AP3805E 11AC DUAL RADIO EXT ANT	Dual Radio 802.11ac/abgn 2x22 MIMO (on 5GHz) indoor access point with four reverse polarity SMA connectors for external antenna array and integrated clips for flush rail drop ceiling mounting (antennas wall bracket or protruded drop ceiling bracket must be ordered separately)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3805I	IdentiFi Wireless	AP3805I 11AC DUAL RADIO INT ANT	Dual Radio 802.11ac/abgn 2x22 MIMO (on 5GHz) indoor access point with four internal antenna array and integrated clips for flush rail drop ceiling mounting (wall bracket or	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

			protruded drop ceiling bracket must be ordered separately)	Replacement-2	
WS-AP3825E	IdentiFi Wireless	DUAL RADIO 11AC 3X33 MIMO EXT ANT 2 EN	DUAL RADIO 11AC 3X33 MIMO EXT ANT 2 EN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3825I	IdentiFi Wireless	DUAL RADIO 11AC 3X33 MIMO INT ANT 2 EN	DUAL RADIO 11AC 3X33 MIMO INT ANT 2 EN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3865E	IdentiFi Wireless	DUAL RADIO 802.11AC/GN OUTDOOR EXT ANT	DUAL RADIO 802.11AC/GN OUTDOOR EXT ANT	1 Year Warranty - Stand Alone Outdoor APs	12/31/2023
WS-APCAP-1	IdentiFi Wireless	SINGLE AP CAPACITY UPGRADE (C25 V2110)	SINGLE AP CAPACITY UPGRADE (C25 V2110)	Software Warranty	
WS-APCAP-100	IdentiFi Wireless	100 AP CAPACITY UPGRADE (C5210)	100 AP CAPACITY UPGRADE (C5210)	Software Warranty	
WS-APCAP-100XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-16	IdentiFi Wireless	16 AP CAPACITY UPGRADE (C25 V2110)	16 AP CAPACITY UPGRADE (C25 V2110)	Software Warranty	
WS-APCAP-16XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-1XFR	IdentiFi Wireless	ONE AP CAPACITY TRANSFER LICENSE	ONE AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-25	IdentiFi Wireless	25 AP CAPACITY UPGRADE (C5210)	25 AP CAPACITY UPGRADE (C5210)	Software Warranty	
WS-APCAP-25XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-BASE-DEMO38	IdentiFi Wireless	802.11ac Wired Wireless Security Bundle	802.11ac Wireles Wired Security Demo bundle	1 Year Warranty	04/01/2022

			with AP3825 access point DSeries PoE switch RADAR license		
WS-C20XCAPUP16	IdentiFi Wireless	C20/C20N WLAN CTL 16 APS CAPACITY UPG	C20/C20N WLAN CTL 16 APS CAPACITY UPG	No Warranty	12/31/2020
WS-C25	IdentiFi Wireless	C25 WLAN CONTROLLER	C25 WLAN CONTROLLER	Lifetime Warranty - RTF 15 Day Ship	12/31/2020
WS-C5210	IdentiFi Wireless	C5210 WLAN CONTROLLER	C5210 WLAN CONTROLLER	1 Year Warranty	03/31/2023
WS-CAB-06DBATN	IdentiFi Wireless	6DB LOSS ATTENUATOR	6DB LOSS ATTENUATOR	1 Year Warranty	
WS-CAB-10DBATN	IdentiFi Wireless	10DB LOSS ATTENUATOR	10DB LOSS ATTENUATOR	1 Year Warranty	
WS-CAB-10DBATN-SN	IdentiFi Wireless	10DBI ATTENUATOR WITH NTYPE CONNECTOR	10DBI ATTENUATOR WITH NTYPE CONNECTOR	1 Year Warranty	
WS-CAB240-P10RP	IdentiFi Wireless	INDOOR RSMA 10 FT CABLE	INDOOR R-SMA 10 FT CABLE	1 Year Warranty	
WS-CAB240-P25RP	IdentiFi Wireless	INDOOR RSMA 25 FT CABLE	INDOOR R-SMA 25 FT CABLE	1 Year Warranty	
WS-CAB-6DBATN-SN	IdentiFi Wireless	6DB ATTENUATOR WITH NTYPE CONNECTORS	6DB ATTENUATOR WITH NTYPE CONNECTORS	1 Year Warranty	
WS-CAB-L200C20N	IdentiFi Wireless	LMR200 20 FT N	LMR200 20 FT N	1 Year Warranty	
WS-CAB-L400C06N	IdentiFi Wireless	LMR400 6 FT N	LMR400 6 FT N	1 Year Warranty	
WS-CAB-L400C20N	IdentiFi Wireless	LMR400 20 FT N	LMR400 20 FT N	1 Year Warranty	
WS-CAB-L400C50N	IdentiFi Wireless	LMR400 50 FT N	LMR400 50 FT N	1 Year Warranty	
WS-CAB-L400C75N	IdentiFi Wireless	LMR400 75 FT N	LMR400 75 FT N	1 Year Warranty	
WS-CAB-L600C25N	IdentiFi Wireless	LMR600 25 FT N	LMR600 25 FT N	1 Year Warranty	
WS-CAB-L600C50N	IdentiFi Wireless	LMR600 50 FT N	LMR600 50 FT N	1 Year Warranty	
WS-CAB-NP-RPNJ	IdentiFi Wireless	CABLE 1 FT LMR400 TYPEN PLUG TO RPNJ	CABLE, 1 FT LMR400, TYPE-N PLUG TO RPNJ	1 Year Warranty	

WS-CAB-NP-RPNP	IdentiFi Wireless	CABLE 1 FT LMR400 TYPEN PLUG TO RPNP	CABLE, 1 FT LMR400, TYPE-N PLUG TO RPNP	1 Year Warranty	
WS-CAB-NTERM	IdentiFi Wireless	NTYPE PORT TERMINATOR	N-TYPE PORT TERMINATOR	1 Year Warranty	
WS-CAB-P10RJNJ	IdentiFi Wireless	RN JACK TO N JACK EXTENDER	RN JACK TO N JACK EXTENDER	1 Year Warranty	
WS-CAB-P10RPNP	IdentiFi Wireless	RN PLUG TO N PLUG EXTENDER	RN PLUG TO N PLUG EXTENDER	1 Year Warranty	
WS-CTLCAPUP25	IdentiFi Wireless	WLAN CONTROLLER 25 APS CAPACITY UPG	WLAN CONTROLLER 25 APS CAPACITY UPG	Software Warranty	
WSCTLCAPUP25XFR	IdentiFi Wireless	25 AP CAPACITY TRANSFER LICENSE	25 AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-MB-AI05120	IdentiFi Wireless	OPTIONAL BRACKET FOR INDOOR 120 DEG ANT		No Warranty	11/01/2023
WS-RADAR-1	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON ONE AP	LICENSE TO ENABLE RADAR ON ONE AP	Software Warranty	
WS-RADAR-100	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 100 APS	LICENSE TO ENABLE RADAR ON 100 APS	Software Warranty	
WS-RADAR-100XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-16	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 16 APS	LICENSE TO ENABLE RADAR ON 16 APS	Software Warranty	
WS-RADAR-16XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-1XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-25	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 25 APS	LICENSE TO ENABLE RADAR ON 25 APS	Software Warranty	
WS-RADAR-25XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-REG9P-JP	IdentiFi Wireless	V9 REG DOMAIN KEY JAPAN	V9 REG DOMAIN KEY JAPAN	No Warranty	03/31/2020
WS-REG9P-NAM	IdentiFi Wireless	V9 REG DOMAIN KEY FCC	V9 REG DOMAIN KEY FCC	Software Warranty	03/31/2020
WS-REG9P-ROW	IdentiFi Wireless	V9 REG DOMAIN KEY ROW	V9 REG DOMAIN KEY ROW	No Warranty	03/31/2020
WS-V2110-8-IL	IdentiFi Wireless	V2110 VIRTUAL GW IL	V2110 VIRTUAL GW IL	Software Warranty	12/31/2020

WS-V2110-8-JP	IdentiFi Wireless	V2110 VIRTUAL GW JP	V2110 VIRTUAL GW JP	Software Warranty	12/31/2020
WS-V2110-8-NAM	IdentiFi Wireless	V2110 VIRTUAL GW NAM	V2110 VIRTUAL GW NAM	Software Warranty	12/31/2020
WS-V2110-8-ROW	IdentiFi Wireless	V2110 VIRTUAL GW ROW	V2110 VIRTUAL GW ROW	Software Warranty	12/31/2020
WS-V2110-9-IL	IdentiFi Wireless	V2110 V9 VIRTUAL APPLIANCE FOR ISRAEL	V2110 V9 VIRTUAL APPLIANCE FOR ISRAEL	Software Warranty	03/31/2020
WS-V2110-9-JP	IdentiFi Wireless	V2110 V9 VIRTUAL APPLIANCE FOR JAPAN	V2110 V9 VIRTUAL APPLIANCE FOR JAPAN	Software Warranty	03/31/2020
WS-V2110-9-NAM	IdentiFi Wireless	V2110 V9 VIRT APPL FCC REGULATORY DOMAIN	V2110 V9 VIRT APPL FCC REGULATORY DOMAIN	Software Warranty	03/31/2020
WS-V2110-9-ROW	IdentiFi Wireless	V2110 V9 VIRT APPL ROW REGULATORY DOMAIN	V2110 V9 VIRT APPL ROW REGULATORY DOMAIN	Software Warranty	03/31/2020
X465-24MU-24W-B1	Smart OmniEdge Switching	X46524MU24W with 1100W PSU Bundle	ExtremeSwitching X46524MU24W Bundle includes X46524MU24W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24MU-24W-B2	Smart OmniEdge Switching	X46524MU24W with 2000W PSU Bundle	ExtremeSwitching X46524MU24W Bundle includes X46524MU24W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24MU-B1	Smart OmniEdge Switching	X46524MU with 1100W PSU Bundle	ExtremeSwitching X46524MU Bundle includes X46524MU and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

X465-24MU-B2	Smart OmniEdge Switching	X46524MU with 2000W PSU Bundle	ExtremeSwitching X46524MU Bundle includes X46524MU and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24W-B1	Smart OmniEdge Switching	X46524W with 1100W PSU Bundle	ExtremeSwitching X46524W Bundle includes X46524W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24W-B2	Smart OmniEdge Switching	X46524W with 2000W PSU Bundle	ExtremeSwitching X46524W Bundle includes X46524W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48P-B1	Smart OmniEdge Switching	X46548P with 1100W PSU Bundle	ExtremeSwitching X46548P Bundle includes X46548P and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48T-B3	Smart OmniEdge Switching	X46548T with 350W PSU Bundle	ExtremeSwitching X46548T Bundle includes X46548T and one 350W AC PSU FB (10953)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

X465-48W-B1	Smart OmniEdge Switching	X46548W with 1100W PSU Bundle	ExtremeSwitching X46548W Bundle includes X46548W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48W-B2	Smart OmniEdge Switching	X46548W with 2000W PSU Bundle	ExtremeSwitching X46548W Bundle includes X46548W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XA1440	EAN	ExtremeAccess Platform 1440	ExtremeAccess Platform 1440 hardware appliance with 6 10/100/1000Mbps BaseT ports and 2 1/10Gb SFP+ ports includes Fan and 1 12V external power adapter. Power Cord to be ordered separately	1 Year Warranty	
XA1480	EAN	ExtremeAccess Platform 1480	ExtremeAccess Platform 1480 hardware appliance with 6 10/100/1000Mbps BaseT ports and 2 1/10Gb SFP+ ports includes Fan and 1 12V external power adapter. Power Cord to be ordered separately	1 Year Warranty	
XBR-1100WPSDC-01-F	SRA	FRU 1100W DCPSNON PORTSIDE EXHAUST	FRU 1100W DC Power Supply for VDX6940144S with Non Port side exhaust airflow	1 Year Warranty	
XBR-1100WPSDC-01-R	SRA	FRU 1100W DCPSPORTSIDE EXHAUST	FRU 1100W DC Power Supply for VDX6940144S with Port side exhaust airflow	1 Year Warranty	
XBR-250WPSDC-F	SRA	FRU 250W DCPS/FAN	DC Power supply(with integrated fans) for VDX6740DCF	1 Year Warranty	

XBR-250WPSDC-R	SRA	FRU 250W DCPS/FAN	DC Power supply(with integrated fans) for VDX6740DCR	1 Year Warranty	
XBR-3250CFM-FAN-F	SRA	SLX FIXED FAN AC PORTSIDE INTAKE	SLX Fixed FAN Front to Back airflow	1 Year Warranty	
XBR-3250CFM-FAN-R	SRA	SLX FIXED FAN AC PORTSIDE EXHAUST	SLX Fixed FAN Back to Front airflow	1 Year Warranty	
XBR-500WPSAC-01-F	SRA	FRU 500W ACPS	FRU 500W AC Power Supply with Non Port side exhaust airflow for VDX6740T	No Warranty	
XBR-500WPSAC-01-R	SRA	FRU 500W ACPS	FRU 500W AC Power Supply with Port side exhaust airflow for VDX 6740T	No Warranty	
XBR-AC-FAN-F	SRA	FRU AC FAN	FRU AC fan assembly with Non port side Exhaust airflow for VDX6740TF	1 Year Warranty	
XBR-AC-FAN-R	SRA	FRU AC FAN	FRU AC fan assembly with port side Exhaust airflow for VDX6740TR	1 Year Warranty	
XBR-ACPWR-3000	SRA	FRU3000W AC POWER SUPPLY	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
XBR-ACPWR-650-F	SRA	SLX FIXED AC 650W PS PORTSIDE INTAKE	SLX Fixed AC 650W Power Supply Front to Back airflow. Power cords not included.	1 Year Warranty	
XBR-ACPWR-650-R	SRA	SLX FIXED AC 650W PS PORTSIDE EXHAUST	SLX Fixed AC 650W Power Supply Back to Front airflow. Power cords not included.	1 Year Warranty	
XBR-BLNK-FULL	SRA	PNL BLANK IO MODULES/LC	Blank Panel forVDX87704 and VDX87708 I/O Modules	1 Year Warranty	
XBR-BLNK-HALF	SRA	PNL BLANK SFM/MM FOR 4/8 SLOT CHASSIS	Blank Panel for VDX87704 and VDX87708 SFM and Mgmt Module Slots	1 Year Warranty	
XBR-BLNK-PSU	SRA	PNL BLANK PS FOR 4/8 SLOT CHASSIS	Blank Panel for VDX87704 and VDX87708 PSU Slots	1 Year Warranty	

XBR-DC-CBL-HRNS	SRA	FRU CABLE HARNESS FOR VDX 6940144S DC	Cable harness for VDX 6940144S DC skus	No Warranty	
XBR-DCPWR-3000	SRA	FRU3000W DC POWER SUPPLY	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
XBR-DCPWR-650-F	SRA	SLX FIXED DC 650W PS PORTSIDE INTAKE	SLX Fixed DC 650W Power Supply Front to BDCk airflow. Power cords not included.	1 Year Warranty	
XBR-DCPWR-650-R	SRA	SLX FIXED DC 650W PS PORTSIDE EXHAUST	SLX Fixed DC 650W Power Supply BDCk to Front airflow. Power cords not included.	1 Year Warranty	
XBR-FAN-40-F	SRA	FRU FAN40MMNONPORT SIDE EXHAUST	FRU AC fan assembly with Non port sideExhaust airflow for VDX694036Q	1 Year Warranty	
XBR-FAN-40-R	SRA	FRU FAN40MMPORT SIDE EXHAUST	FRU AC fan assembly with port side Exhaustairflow for VDX694036Q	1 Year Warranty	
XBR-FAN-80-01-F	SRA	FRU FAN80MMNON PORT SIDE EXHAUST	FRU AC fan assembly with non port side Exhaust airflow for VDX6940144S	1 Year Warranty	
XBR-FAN-80-01-R	SRA	FRU FAN80MMPORT SIDE EXHAUST	FRU AC fan assembly with port side Exhaust airflow for VDX6940144S	1 Year Warranty	
XBR-FAN-FRU	SRA	FRUFAN ASSY 4/8 SLOT CHASSIS	Fan FRU for VDX87704 and VDX87708 Slot Chassis	1 Year Warranty	
XBR-FLTR-4DS	SRA	FRUM4 FILTER RPLCMT 4 POSTSHELF DUCT	Filter replacement for all VDX87704 installed with a duct shelf	1 Year Warranty	
XBR-FLTR-4TEL	SRA	VDX87704 FILTER REPLACEMENT TELCO 2POST	Filter replacement for all VDX87704 mid mounted on a 2 Post rack	1 Year Warranty	
XBR-FLTR-8	SRA	M8 FILTER FRU	Filter replacement for all VDX87708 rack mounts	1 Year Warranty	
XBR-R000297	SRA	FRUSLX FIXED RACKMOUNT KIT	SLX Fixed Rackmount kit. 4post mid/flush mount compatible	1 Year Warranty	
XBR-RMK-4P-8	SRA	VDX87708 RK KIT 4POST 2731RECD FLUSH	VDX87708 Rack kit for Flushed or recessed mount on a 4 Post rack	1 Year Warranty	

XBR-RMK-FL-4	SRA	VDX87704 RACK KIT 4 POST 2731FLUSH	VDX87704 RACK KIT 4 POST 2731 FLUSH	1 Year Warranty	
XBR-RMK-FL-4DS-2	SRA	VDX87704 RACK KIT4 POSTFLUSH MOUNT	VDX87704 RACK KIT 4 POST SHELF DUCT 2731 FLUSH (MODIFIED FOR GEN2 MODULES)	1 Year Warranty	
XBR-RMK-RE-4DS-2	SRA	VDX87704 RACK KIT4 POSTRECESSED MNT	VDX87704 RACK KIT 4 POST SHELF DUCT 2731 RECESSED (MODIFIED FOR GEN2 MODULES)	1 Year Warranty	
XBR-RMK-TELCO-4	SRA	VDX87704 RACK KIT TELCO 2POST MID MT FH	VDX87704 RACK KIT TELCO (2 POST) MID MOUNT AND FLUSH	1 Year Warranty	
XBR-RMK-TELCO-8	SRA	VDX87708 RACK KIT TELCO 2POST MID MT	VDX87708 RACK KIT TELCO (2POST) MID MOUNT	1 Year Warranty	
XBR-SLX9850-4-2PRM-KIT	SRA	2POST RACK MOUNTING KIT FOR SLX98504	Brocade SLX 9850 twopost rack mounting kit for 4 slot chassis. Include telco flush and midplane mounting	1 Year Warranty	
XBR-SLX9850-4-4PRM-KIT	SRA	4POST RACK MOUNTING KIT FOR SLX98504	Brocade SLX 9850 fourpost rack mounting kit for 4 slot chassis. Include 2731 flush and recessed mounting	1 Year Warranty	
XBR-SLX9850-4-CAB	SRA	FRUCABLE MANAGEMENT KIT FOR SLX 98504	Brocade SLX 9850 Cable Management kit for 4slot chassis	1 Year Warranty	
XBR-SLX9850-4-FANM	SRA	SLX98504 FAN MODULE	Brocade SLX 9850 fan module for 4slot chassis. Fan module has 2 fans.	1 Year Warranty	
XBR-SLX9850-4-FLTR	SRA	SLX98504 AIR FILTER	Brocade SLX 9850 air filter for 4slot chassis	1 Year Warranty	
XBR-SLX9850-4-NEBS-KIT	SRA	NEBS KIT FOR SLX98504	Brocade SLX 9850 NEBS kit for 4slot chassis. Includes air filter door air filter and cable management kit	1 Year Warranty	
XBR-SLX9850-4-S	SRA	SPARE SLX98504 CHASSIS	Brocade SLX9850 Spare 4slot chassis	1 Year Warranty	

XBR-SLX9850-4-SFMPNL	SRA	BLANK PANEL FOR SLX98504 SFM	Brocade SLX 9850 switch fabric module blank panel for 4slot chassis	1 Year Warranty	
XBR-SLX9850-8-2PRM-KIT	SRA	2POST RACK MOUNTING KIT FOR SLX98508	Brocade SLX 9850 twopost rack mounting kit for 8 slot chassis. Include telco flush and midplane mounting	1 Year Warranty	
XBR-SLX9850-8-4PRM-KIT	SRA	4POST RACK MOUNTING KIT FOR SLX98508	Brocade SLX 9850 fourpost rack mounting kit for 8 slot chassis. Include flush and recessed mounting	1 Year Warranty	
XBR-SLX9850-8-CAB	SRA	FRUCABLE MANAGEMENT KIT FOR SLX 98508	Brocade SLX 9850 Cable Management kit for 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-FANM	SRA	SLX98508 FAN MODULE	Brocade SLX 9850 fan module for 8slot chassis. Fan module has 4 fans.	1 Year Warranty	
XBR-SLX9850-8-FLTR	SRA	SLX98508 AIR FILTER	Brocade SLX 9850 air filter for 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-NEBS-KIT	SRA	NEBS KIT FOR SLX98508	Brocade SLX 9850 NEBS kit for 8slot chassis. Includes air filter door air filter and cable management kit	1 Year Warranty	
XBR-SLX9850-8-S	SRA	SPARE SLX98508 CHASSIS	Brocade SLX9850 Spare 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-SFMPNL	SRA	BLANK PANEL FOR SLX98508 SFM	Brocade SLX 9850 switch fabric module blank panel for 8slot chassis	1 Year Warranty	
XBR-SLX9850-ACPWR-3000	SRA	SLX9850 AC 3000W POWER SUPPLY	Brocade SLX 9850 AC 3000W power supply for 4slot and 8slot chassis 90270V AC input	1 Year Warranty	
XBR-SLX9850-DCPWR-3000	SRA	SLX9850 DC 3000W POWER SUPPLY	Brocade SLX 9850 DC 3000W power supply for 4slot and 8slot chassis 48V DC input	1 Year Warranty	
XBR-SLX9850-IMPNL	SRA	BLANK PANEL FOR SLX9850 INTERFACE MODULE	Brocade SLX 9850 interface module blank panel for 4slot and 8slot chassis	1 Year Warranty	

XBR-SLX9850-MMPNL	SRA	BLANK PANEL FOR SLX9850 MGMT MODULE	Brocade SLX 9850 management module blank panel for 4slot and 8slot chassis	1 Year Warranty	
XBR-SLX9850-PWRPNL	SRA	BLANK PANEL FOR SLX9850 POWER SUPPLY	Brocade SLX 9850 power supply blank panel for 4slot and 8slot chassis	1 Year Warranty	
XBR-VDX6740-24-DC-F	SRA	FRUVDX674024PSFP+DC NONPORTSIDE EX	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-DC-R	SRA	FRUVDX674024PSFP+DC PORTSIDE EXH AF	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-F	SRA	FRUVDX674024PSFP+AC NONPRT SD EX AF	FRU VDX 6740 24P SFP+ AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-R	SRA	FRUVDX674024PSFP+AC PORTSIDE EX AF	FRU VDX 6740 24P SFP+ AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-DC-F	SRA	FRUVDX6740T24P10GT DCNONPORTSIDE EX	FRU VDX 6740T 24P 10GBT DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-DC-R	SRA	FRUVDX6740T24P10GBT DCPRT SD EX AF	FRU VDX 6740T 24P 10GBT DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-F	SRA	FRUVDX6740T24P10GBT ACNONPRT SD EX	FRU VDX 6740T 24P 10GBT AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-R	SRA	FRUVDX6740T24P10GBT ACPRT SD EX AF	FRU VDX 6740T 24P 10GBT AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	

XBR-VDX6740T-56-1G-DC-F	SRA	FRUVDX6740T1G48P1GBASET PORTSN	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-DC-R	SRA	FRUVDX6740T1G48PX 1GTNPORTSIDE EX	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-F	SRA	FRUVDX6740 T1G48P X1GTNON PORT EX	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-R	SRA	FRUVDX6740T1G48PX 1GTPORTSIDE EX AF	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-AC-F	SRA	FRU VDX694024QACNON PORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-AC-R	SRA	FRU VDX694024QACPORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	

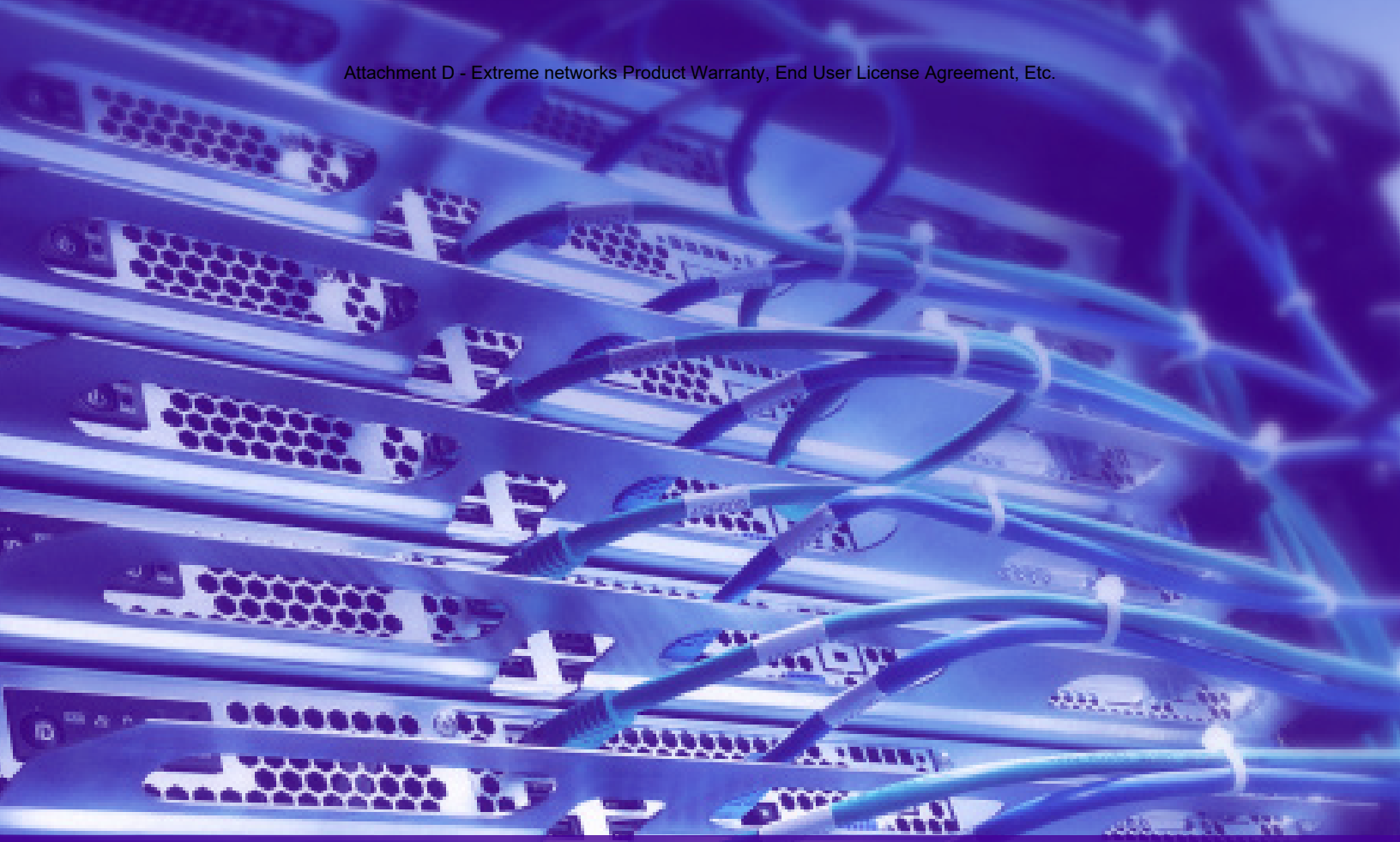
XBR-VDX6940-24Q-DC-F	SRA	FRU VDX694024QDCNON PORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-DC-R	SRA	FRU VDX694024QDCPORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-AC-F	SRA	FRU VDX694064SACNON PORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-AC-R	SRA	FRU VDX694064SACPORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-DC-F	SRA	FRU VDX694064SDCNON PORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-DC-R	SRA	FRU VDX694064SDCPORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX8770-4	SRA	4 SLOT CHASSIS0SFM0MM2FAN0PS	4 I/O Slot chassis 0 SFM 0 MM 2 FAN 0 PSU Blanks fully populated	1 Year Warranty	
XBR-VDX8770-8	SRA	8 SLOT CHASSIS0SFM0MM4FAN0PS	8 I/O Slot chassis 0 SFM 0 MM 4 FAN 0 PSU Blanks fully populated	1 Year Warranty	
XBR-VDXFCOE-01	SRA	CONVERGED SERVICE FRUVDX673016/24	FCOE S/W LICENSE 8 8G FC ports 8 FC optics FOR VDX673024 VDX673016	1 Year Warranty	10/31/2024

XBR-VDXFCOE-02	SRA	CONVERGED SERVICE FRUVDX674040/60	FCOE S/W LICENSE 16 8G FC ports 16 FC optics FOR VDX673060 VDX673040	1 Year Warranty	10/31/2024
XEN-1100WPSAC-F	SRA	FRU1100W PSACNONPORT SIDE EXHAUST AF	FRU 1100W AC Power supply for VDX6940144S NONPORTSIDE EXHAUST AF	1 Year Warranty	
XEN-1100WPSAC-R	SRA	FRU1100W PSACPORTSIDE EXHAUST AF	FRU 1100W AC Power supply for VDX6940144S PORTSIDE EXHAUST AF	1 Year Warranty	
XEN-250WPSAC-F	SRA	FRU250WACPS/FANNO NPORTSIDE EXHAUST	Brocade VDX 6740 G620 PS/Fan FRU NONPORT SIDE EXHAUST AIR FLOW	1 Year Warranty	
XEN-250WPSAC-R	SRA	FRU250WACPS/FANPOR T SIDE EXHAUST	Brocade VDX 6740 G620 PS/Fan FRU PORT SIDE EXHAUST AIR FLOW	1 Year Warranty	
XEN-R000030	SRA	FRU SERIAL CABLE RJ45 / ADAPTOR	Serial Cable (RJ45 Connector)	1 Year Warranty	
XEN-R000291	SRA	FRU 6510 FIXED RACK MOUNT KIT	FRU6510/6505/6710/674 0FIXED RACK MOUNT KITfor 4 post racks	No Warranty	
XEN-R000292	SRA	FRUMIDMOUNT KITBR	FRU6510/6505/6710/674 0 MIDMOUNTKIT for 2 postracks	No Warranty	
XEN-R000293	SRA	FRUFLUSH MOUNT KIT14U RM KITBR	Flush mount kit for 2 post racks for VDX6710/VDX 6740	No Warranty	
XEN-R000294	SRA	FRU2 POST MID MOUNT KIT/FLUSH MOUNT KIT	G620/VDX6940/VDX674 0T MIDMOUNT RACK KIT for 2 post racks	No Warranty	
XEN-R000295	SRA	FRUUNIVERSAL RCK MNT KIT4 POST	FRUUNIVERSAL RACK MOUNT KIT4 POST 2432 DEPTH RCK VDX 6740T/VDX6740T1G	1 Year Warranty	
XEN-R000296	SRA	FRUUNIVERSAL RCK MNT KIT4 POST	G620/VDX6940/VDX674 0T FIXED RACK MOUNT KIT for 4 post racks	No Warranty	
XEN-SLX9640-FAN-F	SRA	SLX 9640 FAN AC F2B AIRFLOW	SLX 9640 FAN Front to Back airflow	1 Year Warranty	

XEN-SLX9640-FAN-R	SRA	SLX 9640 FAN AC B2F AIRFLOW	SLX 9640 FAN Back to Front airflow	1 Year Warranty	
XEN-TWX-0101	SRA	FRU TWINAX1 METER1 PACK	FRU TWINAX1 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0108	SRA	FRU TWINAX1 METER8 PACK	FRU TWINAX1 METER8 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0301	SRA	FRU TWINAX3 METER1 PACK	FRU TWINAX3 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0308	SRA	FRU TWINAX3 METER8 PACK	FRU TWINAX3 METER8 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0501	SRA	FRU TWINAX5 METER1 PACK	FRU TWINAX5 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0508	SRA	FRU TWINAX5 METER8 PACK	FRU TWINAX5 METER8 PACK	1 Year Warranty	10/31/2024
XEN-USB-4GB	SRA	FRU4GB USB DRIVEBR	FRU 4 GB USB Drive	1 Year Warranty	
XESN-PLUS-SW-PKG	Network Management	Extreme Essential Plus Software Package	Extreme Essential Plus Software Package includes Network Management (NMS) AP Adoption Licenses and Network Access Control (NAC)	Software Warranty	
XN-2P-RKMT299	SRA	Two Post NEBS Kit for SLX9150	Spare two post mounting ear NEBS earthquake kit for use in SLX9150	1 Year Warranty	
XN-2P-RMKIT-001	Smart OmniEdge Switching	2P RMKIT X465 VSP4900	Optional two post rack mount kit for ExtremeSwitching X465 and VSP4900 models. Includes brackets for front or midmount of chassis in a two post rack.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XN-2P-RMKIT-004	Smart OmniEdge Switching	RM Kit 200 series X430 X435 X440G2	Rack Mount Kit Spare for 24 and 48 port models of 200 series X430 X435 X440G2	No Warranty	
XN-2P-RMKIT-XA	EAN	Two Post Rack Mount kit for XA 1400	Optional two post rack mount kit for ExtremeAccess Platform 1400 models. Includes brackets for front mount	No Warranty	

			of chassis in a two post rack.		
XN-4P-RKMT-001	Smart OmniEdge Switching	Spare 4P RMKIT X465 VSP4900	Spare four post rack mount kit for use with ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XN-4P-RKMT298	EAN	Four Post Rail Kit VSP 7400 SLX9150	Spare four post rack mount rail kit for use in VSP7400 SLX9150	1 Year Warranty	
XN-ACPWR-2000W-F	Smart OmniEdge Switching	2000W AC PSU X465 VSP4900	Modular Power Supply 2000W AC Front to Back Supported on ExtremeSwitching X465 and VSP4900	1 Year Warranty	
XN-ACPWR-750W-F	EAN	VSP/SLX 750W AC PSU Front to Bk airflow	AC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-ACPWR-750W-R	EAN	VSP/SLX 750W AC PSU Bk to Front airflow	AC 750W PSU Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-DCPWR-750W-F	EAN	VSP/SLX 750W DC PSU Front to Bk airflow	DC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-DCPWR-750W-R	EAN	VSP/SLX 750W DC PSU Bk to Front airflow	DC 750W PSU Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-001-F	EAN	VSP/SLX Front to Back Fan	Single Fan module Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-001-R	EAN	VSP/SLX Back to Front Fan	Single Fan module Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-002-F	Smart OmniEdge Switching	Spare Fan Module X465 VSP4900	Spare fan module front to back airflow supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	

XNI-CE2000-FAN	SRA	SPARE FAN TRAY FOR NI CER/CES ROHS6	Leadfree spare fan tray for NetIron CES and NetIron CER Series	1 Year Warranty	
XN-SSD-001-120	Smart OmniEdge Switching	120GB SSD MODULE	Modular SSD 120GB supported on ExtremeSwitching X465 and VSP4900	1 Year Warranty	



Extreme Networks Product Warranty

Additional Extreme Networks product warranty information may be found at:
http://www.extremenetworks.com/support/policies

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS AS LISTED HEREIN AND SOLD OR DISTRIBUTED TO SUCH END USER BY EXTREME NETWORKS, INC. (INCLUDING EXTREME NETWORKS IRELAND LIMITED, A WHOLLY OWNED SUBSIDIARY, COLLECTIVELY “EXTREME”) OR AN AUTHORIZED EXTREME CHANNEL PARTNER.

PRODUCT REGISTRATION WITHIN 30 DAYS AFTER PURCHASE IS REQUIRED TO VALIDATE PRODUCT WARRANTY TO ENSURE FULL AVAILABILITY OF SERVICES ELIGIBILITY. FAILURE TO DO SO MAY RESULT IN DELAYS IN RECEIVING WARRANTY SUPPORT.

Table 1 – Extreme Product Warranty Summary of Entitlements

Warranty	Duration of Warranty "Warranty Period"	Global Technical Assistance Center*	On-Line Support Portal	Software/Firmware Availability	Hardware Replacement[1]
1 Year Warranty	One Year	One Year	One Year	90 Days – Defective Software Media Replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
5 Year Warranty	Five Years	Five Years	Five Years	Two years for Base Operational Software[2] Updates	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty – 10 Business Day Ship	Product Lifetime[3]	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades[4] One Year for Advanced Software License Updates[5]	Advanced exchange replacement hardware is shipped within 10 business days
Limited Lifetime Warranty With Express Advanced Hardware Replacement[6]	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates[7]	Advanced exchange replacement hardware shipped next business day from RMA approval time
Limited Lifetime Warranty 15 Day Return To Factory Ship	Product Lifetime	Product Lifetime	Product Lifetime	One year for Base Operational Software Updates	Return and Replace – Hardware shipped within 15 business days of receipt of defective asset
Limited Lifetime Warranty With Express Advanced Hardware Replacement-2	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time
Software Warranty[8]	90 Days	90 Days	90 Days	90 Days	N/A
1 Month Warranty (WiNG)[8]	1 Month for Hardware	90 Days	1 Month	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
3 Month Warranty (WiNG)[8]	3 Months	90 Days	3 Months	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
1 Year Warranty (WiNG)[8, 10]	One Year	90 Days	1 Year	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty[8] (WiNG)	Product Lifetime	90 Days	Product Lifetime	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty with Express Advanced Hardware Replacement-B[9]	Product Lifetime	Product Lifetime[9]	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time

*8 AM to 5 PM (Monday to Friday) local End User's time.

[1]Actual delivery times may vary depending on specific End User location.

[2]Base Operational Software as defined by Extreme below.

[3]Product Lifetime is as further defined and conditioned by Extreme below.

[4]Updates and Upgrades are as further defined by Extreme below.

[5]Advanced Software License and Advanced Software License Updates are as further defined by Extreme below.

[6]Advanced exchange replacement hardware delivered next business day from RMA approval time for A2, B2/C2, B3/C3, G3 products in North America, Western Europe and Australia only. Advance Hardware Replacement as further defined and conditioned by Extreme below.

[7]Sustaining/Maintenance update releases as defined by Extreme below.

[8]This warranty is also applicable to the WLAN and ADSP products acquired from Zebra technologies by Extreme Networks. Provisions provided under the Extreme Warranty are continuations of the Zebra warranty provisions in place at the time of the acquisition.

[9]Global Technical support provided via: Telephone, Online Support Portal and email for first 12 months, (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.

[10]Product Lifetime for WLAN9100 Products is 3 years post end of sale date.

Product (Limited) Warranty

Hardware Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants to the original purchasing End User that each unit of Extreme hardware products ("Hardware Products" or "Products") will be free from defects in material and workmanship under normal use consistent with Extreme's published written specifications for the Product at the time of shipment. Warranty Period is for the duration specified in Table 1 – Product Warranty, beginning from the date of shipment. Breach of warranty will be enforceable against Extreme only if written notice of such breach is received by Extreme within the applicable Warranty Period.

Software Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants that commencing on the Warranty Start Date and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing limited warranty, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's sole option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Remedies – In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period, Extreme shall, at its sole option, repair or replace the Product (which may include a workaround) or refund the fees paid for such Product following return of such Product. The foregoing sets forth Customer's sole and exclusive remedies for breach of warranty.

To ensure timely receipt of Product Warranty entitlements as described herein, end-user customer must register your Extreme products. Product registration is required within 30 days after purchase to validate product warranty. Failure to do so may result in delays in receiving warranty support. Product warranty registration is available at:

http://www.extremenetworks.com/support/product-registration

To determine the applicable warranty for a particular product reference the Product Warranty Table.

Definitions Used in This Policy

Documentation – Extreme supplied or published then-current technical documentation describing the features and functions of the associated Products.

Warranty Start Date – Used in this policy is from the date of shipment of the Product from Extreme, or in the case of resale by an Extreme authorized reseller, commencing not more than 90 days after shipment by Extreme.

Warranty Duration – Product Lifetime – Except where otherwise defined, a period of time commencing on the Warranty Start Date from Extreme (see below) and ending on five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy described at: http://www.extremenetworks.com/support/policies/end-of-life-policy/. For purposes of further clarity, end-of-sale dates are defined in the Extreme End of Life Policy. Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of-sale date.

Base Operational Software – Embedded software that is required to operate an Extreme-branded network device and is offered for sale as an inclusive component of such hardware network device product as further described in Extreme's published price list applicable to such hardware product ("Covered Product").

Feature Packs and Advanced Software Licenses – Defined as software enabled pursuant to authorized use of an Extreme-issued license key that enables certain optional embedded software features in an Extreme Networks network device and is offered for sale as an optional component of such hardware network device product as further described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Advanced Software License Updates – Minor releases of Advanced Software Licenses that are optional embedded software features of Covered Products.

Application Software – Defined as software that is not required to operate a network device, such as management software or other standalone software. It is not an enhancement to the Base Operational Software and may reside on another network device.

Upgrade and Update Software / Firmware Release Schema – A.B.C.

- A = Major Release Number. Major software releases are upgrades.
- B = Minor / Sustaining Release Number. Minor / Sustaining releases are updates.
- C = Maintenance / Sustaining Release Number. Maintenance / Sustaining releases are updates.

Extreme Product Warranty Entitlements

Global Technical Assistance Center – Customer is entitled as part of this warranty to utilize Extreme warranty support line via email, Web form or telephone available from 8 AM to 5 PM (Monday to Friday) local End User's time for basic hardware and operational software troubleshooting assistance in connection with warranty claims, including RMA's (excluding installation, configuration and general networking troubleshooting).

On-Line Support Portal – Customer shall also have access to Extreme Customer Support Website by registering the Product and/or FRU at: http://www.extremenetworks.com/support/product-registration/, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding RMAs.

Base Operational Software – Updates and Upgrades – Customer is entitled to receive any Base Operational Software or Base Operational Software upgrades/updates that Extreme may develop and generally release on Covered Products.

Base Operational Software: Updates – Customer is entitled to receive any Base Operational Software updates (i.e., sustaining and/or maintenance releases) that Extreme may develop and generally release on Covered Products.

Hardware Replacement: Advanced Exchange Next Business Day Ship – Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange Warranty RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to ship the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided for RMA's processed after the time indicated.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: Return and Replace – Extreme will make commercially reasonable efforts, at its expense, to see the shipping of a repaired or replacement FRU (feature, function and fit compatible) within 10 or 15 business days (depending upon affected product) of receipt of the defective FRU at an Extreme facility.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Customer pays for the return freight of the product to Extreme'sdesignated location, including any applicable taxes, duties andcustom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all returns to Customer.

Advanced Hardware Replacement – Extreme provides for the advanced shipment of replacement hardware. After a request for a replacement Field Replaceable Unit (FRU) is validated for warranty entitlement by Extreme Global Technical Assistance Center (GTAC) and a Return Material Authorization (RMA) number is processed, a new field replaceable unit (FRU), Extreme will make commercially reasonable efforts, to pick, pack and ship the replacement FRU per the Hardware Replacement provisions as stated in Table 1 (Warranty Summary of Entitlements) using a commercial delivery service to customer's site.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: General Provisions – Extreme is not responsible for any delays related to export or customs regulations or processes, or transportation issues. Actual delivery times may vary depending on specific customer location.

Dead on Arrival (DOA) All hardware products include Advance Part Replacement (Next Business Day Shipment) during the first 30 days after product shipment. For up to thirty (30) days from the date of shipment of the Product from Extreme (or in the case of resale by an Extreme authorized reseller or channel partner, commencing not more than ninety (90) days after shipment by Extreme), Extreme will use all commercially reasonable efforts to provide Advanced Hardware Replacement of affected field replaceable unit (FRU) of Hardware Products that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware Products' published Documentation.

Warranty Duration: Integrated Component Coverage – For certain product families some Integrated Components, such as power supplies, fans, and cables, may have their own separate warranty duration which may be different than the product it is embedded in. For a listing, reference Table 2 – Integrated Component Coverage below.

Table 2 – Integrated Components Coverage

The following components that are integrated within a product may have separate warranty provisions:

Product Family	Fans	Power Supplies[9]
I-Series	N/A	3 Years
7100G	5 Years	5 Years

[9]External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty.

Appliance Products and Products Sold Within a Bundle – For products that are sold in a "bundled" manner noted as either a Bundle or as an Appliance in further defined in Extreme's published price list, the warranty provision provided is per each individual Product Part Number that comprises the bundle, unless otherwise noted in the price list.

Warranty Assumptions

Extreme is not responsible for any delays related to export or customs regulations or processes, in the event of force majeure, or due to transportation issues. Actual delivery times may vary depending on specific customer location.

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new or refurbished products. If a warranty claim is invalid for any reason and Extreme agrees to repair the returned Product even though it is not under warranty, Extreme reserves the right to charge for services performed and expenses incurred by Extreme in repairing, handling and shipping the returned Product. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this limited Product Warranty.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate 30 days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

Unless required for operational reasons or as otherwise agreed between customer and Extreme in a separate writing, replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

As to any out-of-warranty Products repaired, modified or replaced by Extreme at Extreme's regular published charges, the warranty period with respect to the material and workmanship hereunder shall expire 30 days after the date of shipment of said Product to End User.

Warranty Exclusions

Limitation

The warranties set forth above shall not apply to: (i) any third party software or hardware, whether or not such third party software or hardware is or was provided by Extreme; (ii) any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing; or (iii) any Products which have not been maintained in accordance with any handling or operating instructions supplied by Extreme, or that have been subjected to any unusual or non-standard physical or electrical stress, misuse, negligence, accidents, or causes beyond Extreme's control. The warranties and corresponding entitlements set forth herein are for the benefit of and shall apply only to end user customer.

Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH HEREIN, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS AND/OR FRU(s) PROVIDED, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL EXTREME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS), HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME TOTAL LIABILITY UNDER THIS WARRANTY TO CUSTOMER IN RELATION TO THE PRODUCT(S) AND/OR FRU(S) AND FULFILLMENT OF WARRANTY SERVICES AS DEFINED HEREIN SHALL BE LIMITED TO THE AMOUNTS PAID TO EXTREME FOR SUCH PRODUCT(S) AND/OR FRU(S).

Use of Subcontractors

Extreme reserves the right to engage third party subcontractors to perform any services defined herein on behalf of Extreme.

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5. AUDIT RIGHTS. You agree that Extreme may audit Your use of the Licensed Materials for compliance with this Agreement and Your License Type at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the

license granted and the terms of this Agreement, Extreme reserves the right to charge You for all reasonable expenses related to such audit in addition to any other liabilities and overages applicable as a result of such non-compliance, including but not limited to additional fees for Concurrent Users, excess capacity or usage over and above those specifically granted to You. From time to time, the Licensed Materials may upload information about the Licensed Materials and the associated usage to Extreme. This is to verify the Licensed Materials are being used in accordance with a valid license and/or entitlement. By using the Licensed Materials, you consent to the transmission of this information.

6. RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS. Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, reverse engineer, extract or otherwise derive, the source code and any other ideas, algorithms or procedures from the Licensed Materials, including without limitation the Licensed Software, or to translate the Licensed Materials into another computer language, except to the extent that Extreme is not permitted by applicable law to exclude or limit such rights. The media or software in other form embodying the Licensed Materials may be copied by You, in whole or in part, into machine-readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including without limitation the original media, in Your possession for said purposes without Extreme's prior written consent, and in no event shall You operate more copies of the Licensed Software than the specific licenses granted to You. Notwithstanding the above, you may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You agree to include any copyright, trademark, claims of confidentiality, or trade secrets, or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Materials in any form, in whole or in part, or on any modification of the Licensed Materials or any such modular work containing the Licensed Materials or any part thereof.

7. TITLE AND PROPRIETARY RIGHTS.

(a) The Licensed Materials are copyrighted works and, as between You and Extreme, are the sole and exclusive property of Extreme, its Affiliates, and/or its and their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.

(b) You further acknowledge that in the event of a breach of this Agreement, Extreme shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Extreme shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Extreme.

8. PROTECTION AND SECURITY. In the performance of this Agreement or in contemplation thereof, You and Your employees and agents may have access to private or confidential information owned or controlled by Extreme relating to the Licensed Materials supplied hereunder including, but not limited to, product specifications and schematics, and such information may contain proprietary details and disclosures. All information and data so acquired by You or Your employees or agents under this Agreement or in contemplation hereof shall be and shall remain Extreme's exclusive property, and You shall use all commercially reasonable efforts to keep, and have Your employees and agents keep, any and all such information and data confidential, and shall not copy, publish, or disclose it to others, without Extreme's prior written approval, and shall return, destroy or expunge such information and data to Extreme at its request. Nothing herein shall limit Your use or dissemination of information not actually derived from Extreme or of information which has been or subsequently is made public by Extreme, or a third party having authority to do so.

You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Extreme or its employees, except for purposes specifically related to Your use of the Licensed Materials on a single computer as expressly provided in this Agreement, without the prior written consent of Extreme. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Extreme, its Affiliates, and its and their suppliers.

9. MAINTENANCE AND UPDATES. Except as otherwise defined below, updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a separate service and/or maintenance agreement, if Extreme and You enter into such an agreement. Except as specifically set forth in such agreement, Extreme shall not be under any obligation to provide updates, modifications, or enhancements, or maintenance and support services for the Licensed Materials to You. If you have purchased Licensed Materials on a subscription basis then the applicable service terms for Your Licensed Materials are as provided in Your Ordering Documentation. Extreme will perform the maintenance and updates in a timely and professional manner, during the term of Your subscription, using qualified and experienced personnel. You will cooperate in good faith with Extreme in the performance of the support services including, but not limited to, providing Extreme with: (a) access to the Extreme Licensed Materials (and related systems); and (b) reasonably requested assistance and information. Further information about the applicable maintenance and updates terms can be found on Extreme's website at http://www.extremenetworks.com/company/legal/terms-of-support .

10. DEFAULT AND TERMINATION. In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including without limitation a failure to pay any sums due to Extreme, or in the event that you become insolvent or seek protection, voluntarily or involuntarily, under any bankruptcy law, Extreme may, in addition to any other remedies it may have under law, terminate this Agreement and any other related agreements between Extreme and You.

(a) Immediately after any termination of this Agreement, Your licensed subscription term, or if You have for any reason discontinued use of Licensed Materials, You shall return to Extreme, destroy or expunge (in Extreme's discretion) the original and any copies of the Licensed Materials and remove the Licensed Materials, including without limitation any Licensed Software, from any Network Devices, and certify in writing that through Your best efforts and to the best of Your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Extreme, destroyed or expunged.

(b) Sections 1, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive expiration or termination of this Agreement for any reason.

11. EXPORT REQUIREMENTS. You are advised that the Licensed Materials, including without limitation the Licensed Software, is of United States origin and subject to United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. You agree not to directly or indirectly export, re-export, import or transmit the Licensed Materials, including without limitation the Licensed Software to any country, end user or for any use that is prohibited by applicable United States laws or regulations (including but not limited to those countries embargoed from time to time by the United States government) or contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, re-export, import, transmission or use.

12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The Licensed Materials (i) incorporate commercial computer software and commercial computer software documentation developed exclusively at private expense, and (ii) are in all respects proprietary property belonging solely to Extreme or its suppliers. If You are acquiring the Licensed Materials on behalf of any part of the U.S. government, the following provisions apply. The object code and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the object code or the accompanying documentation by the U.S. government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the provisions hereof. Any technical data provided that is not covered by the above provisions is deemed to be "technical data" and "commercial items" pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).

13. LIMITED WARRANTY AND LIMITATION OF LIABILITY. Extreme warrants to You that (a) the initially-shipped version of the Licensed Materials will materially conform to the Ordering Documentation; and (b) the media on which the Licensed Software is recorded will be free from material defects for a period of ninety (90) days from the date of delivery to You or such other minimum period required under applicable law. Extreme does not warrant that Your use of the Licensed Materials will be error-free or uninterrupted.

NONE OF EXTREME, ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS, MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. IN NO EVENT WILL EXTREME OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR ANY LOST PROFITS OR DATA, OR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF EXTREME OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXTREME OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT CAUSING THE CLAIM.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary based on Your applicable jurisdiction.

14. GOVERNING LAW; JURISDICTION. The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the laws of another jurisdiction. Extreme and You hereby consent to the exclusive jurisdiction of, and venue in, the State and Federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

15. FREE AND OPEN SOURCE SOFTWARE. Portions of the Licensed Software provided to You may contain Open Source Software that is subject to a license that permits You to modify these portions and redistribute the modifications (an "Open Source License"). Your use, modification, and redistribution of the Open Source Software are governed by the terms and conditions of the applicable Open Source License. Some of the Open Source Software may be subject to: the GNU General Public License (GPL), the Lesser General Public License (LGPL), the Artistic License, the Mozilla Public License, Common Public License, the BSD License, the MIT License, the Apache License, the Creative Commons License, and/or other Open Source Licenses, copies of which are provided with the Licensed Materials or can be found on Extreme's website at https://www.extremenetworks.com/support/policies/open-source-declaration/. In accordance with the terms of GPL and LGPL, you may request a copy of the relevant source code should GPL and/or LGPL terms apply to your Licensed Software. Additional details are available upon request to Extreme. This offer is valid for up to three years from the date of original distribution of the relevant Licensed Software.

All Open Source Software is provided to You on an "AS IS" basis, and Extreme makes no representations or warranties for the use of this Open Source Software by You independent of any Extreme provided product, software, or services. Refer to the licenses and copyright notices listed in the relevant open source declaration for any specific license terms that apply to each Open Source Software component and warranty, if any, from the associated authors or licensors. Extreme specifically disclaims any warranties for defects caused by altering or modifying any Open Source Software or the products' recommended configuration. You have no warranty or indemnification claims against Extreme in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for the unmodified Extreme product as used within such product's recommended configuration.

16. GENERAL.
(a) This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, including without limitation the Licensed Materials, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

(b) This Agreement may not be changed or amended except in writing signed by both parties hereto. No purchase order shall supersede or amend any terms of this Agreement.

(c) You represent that You have full right and/or authorization to enter into this Agreement.

(d) This Agreement shall not be assignable by You without the express written consent of Extreme. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

(e) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(f) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

(g) Extreme's waiver of any right shall not constitute waiver of that right in future.

(h) Should You have any questions regarding this Agreement, You may contact Extreme at the address set forth below. Any notice or other communication to be sent to Extreme must be mailed by certified mail to the following address:

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119 United States
ATTN: Legal Department

All offers and related ordering for Extreme professional services as further defined herein are subject to the following terms and conditions. These terms and conditions apply to any and all purchase orders submitted by a channel partner, reseller, or end-user (hereafter referred to as "Customer") relating to the Services and will supersede any different or additional terms on Customer's purchase orders.

For the purpose of this Agreement, "Extreme" shall mean either (a) Extreme Networks, Inc. with its billing address at 145 Rio Robles, San Jose, CA 95134, or (b) Extreme Networks Ireland Limited, with its billing address at Rineanna House, Shannon Industrial Estate, Co Clare, Republic of Ireland, VAT No IE8215318B, as such entity is designated in the sales quotation and corresponding order documentation issued hereunder. Billing matters should be directed to CreditAndCollections@extremenetworks.com for e-mail inquiries or you may call 1-408-579-2800 for further direction. If you are exempt from sales tax please furnish a copy of your exemption certificate in the name of Extreme Networks, Inc., or as otherwise reasonably requested by Extreme.

Services. Extreme will provide to Customer network engineering and/or consulting services as further identified by Extreme on its posted Price List and as further described pursuant to your applicable order documentation (the "Services"). Beyond the standard services descriptions as identified in your order documentation, delivery of Services may be further conditioned as set forth in a statement of work, letter of engagement, request for schedule, and/or any other document outlining the scope of services to be performed in accordance with these terms and conditions (hereinafter referred to as a "Scope Document").

Fees, Rates and Payment. Services fees and rates will be as published on Extreme's then-current applicable price list or as specified in the Scope Document, if any. If an hourly rate is specified, Customer will pay for each hour of Services without proration. If a flat rate is specified, Customer will pay at the rate specified. In addition to labor fees, Customer is responsible for all travel and out-of-pocket expenses related to the Services. Travel expenses may include without limitation: lodging, train fare, airfare, parking, tolls and mileage. Shipping expenses, if any, are the sole responsibility of Customer. Shipping expenses include: freight charges from Extreme to the staging area, freight charges from the staging area to the Customer site, overnight courier charges for replacement components, cables, etc. Services may be provided in a number of ways including on-site, telephone, and/or remote support. Fees and rates do not include, and Customer is responsible for, all sales, use, value-added and other taxes, and all customs, duties and tariffs, or export fees now or hereafter claimed or imposed by any governmental authority upon payments to Extreme under this Agreement. Payment on each invoice is due within thirty (30) days of date of such invoice. Extreme will have the right to use subcontractors to perform all or part of the Services as it deems appropriate, provided that Extreme shall remain responsible for such subcontractor's performance of such Services.

Change Orders. In order to add or change any terms or conditions of these Terms and Conditions, a written change order signed by both parties ("Change Order") is required. Extreme will prepare all Change Orders. The parties must mutually agree to all Change Orders. Pending such agreement, Extreme will continue to perform and be paid as if such Change Order had not been requested or recommended.

Deliverables and Acceptance. For purposes of these Terms and Conditions, the term "Deliverables" means the tangible results of the Services. Upon completion of the Services, Customer shall have five (5) days to verify that the Services and Deliverables provided substantially conform to these Terms and Conditions. Customer must notify Extreme of its non-acceptance within such five (5) day period. Any notification of non-acceptance will include a reasonably detailed description of the reasons for such non-acceptance. Extreme shall have thirty (30) days from the date of such notification to rectify the problem, following which Customer shall have another five (5) day period to review the applicable Services or Deliverables. In the event that Customer either (a) does not notify Extreme of any non-acceptance during the relevant five (5) day period, or (b) confirms its acceptance of the applicable Services or Deliverables, in writing within the relevant five (5) day period, the applicable Services or Deliverables shall be deemed accepted. Notwithstanding the foregoing, the acceptance criteria or procedures for Deliverables set forth in any Scope Document will only apply to the Services provided.

License and Ownership. Upon Customer acceptance of a Deliverable and receipt by Extreme of payment in full, Extreme grants Customer a non-exclusive, perpetual, non-transferable license to use such Deliverable for its own internal purposes. Customer's license confers no title or ownership in the Deliverable and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded or printed. All copyrights and other intellectual property rights existing prior to the date of performance of Services shall belong to the party that owned such rights immediately prior to the date of performance of Services. Neither party shall gain by virtue of these Terms and Conditions any rights of ownership, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. Extreme shall own all copyright, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by Extreme in performing the Services hereunder.

Confidentiality. Each party shall hold in confidence all materials or information disclosed to it hereunder which are marked as confidential or proprietary, or if disclosed verbally, would ordinarily be regarded as confidential in the course of business on account of the nature of the information or the circumstances of its disclosure ("Confidential Information"). Each party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such party's own confidential or proprietary information, but in no event less than reasonable care. The obligations of the parties hereunder shall not apply to any Confidential Information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available; (ii) is known by the receiving party at the time of receiving such information; or (iii) is independently developed by the receiving party without use of any of the other party's Confidential Information. Notwithstanding the foregoing, disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body or otherwise required by law; provided, however, that the responding party shall first have given notice to the other party hereto to enable such other party to seek a protective order or otherwise prevent such disclosure.

Limited Warranty. Extreme will use reasonable commercial efforts to provide the Services in a professional and workmanlike manner. EXTREME MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY UNDER THESE TERMS AND CONDITIONS AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXTREME'S TOTAL LIABILITY ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO EXTREME UNDER THIS AGREEMENT. EXTREME WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND UNDER THESE TERMS AND CONDITIONS. Extreme will not be responsible in any way for any losses or other consequences arising from its failure to meet any schedule due to any delay, inability or failure by Customer or third party to deliver or provide access to any information or materials required for performance of the Services.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES , AGENTS AND AFFILIATES, FOR DAMAGES HEREUNDER IS LIMITED TO THE AMOUNTS THAT CUSTOMER HAS PAID EXTREME UNDER THE SCOPE DOCUMENT UNDER WHICH CUSTOMER'S CLAIM AROSE.

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY THEM ARISING IN CONNECTION WITH THE PERFORMANCE OF SERVICES HEREUNDER EXCEPT TO THE EXTENT RESULTING FROM EXTREME'S WILLFUL OR KNOWING MISCONDUCT.

***Noninterference with Business*.** During this Agreement, and for a period of two (2) years immediately following this Agreement's termination or expiration, Customer agrees not to interfere with the business of Extreme in any manner. By way of example and not of limitation, Customer agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Extreme.

***Master Services Agreement*.** Except as otherwise governed pursuant to a valid and current written and duly executed agreement between Customer and Extreme (a "Services Agreement") in the event of a conflict between such Services Agreement and these Terms and Conditions, the terms of the Services Agreement will prevail as applied against such conflicting terms.

***Miscellaneous*.** Extreme is and at all times shall be an independent contractor in all matters relating to these Terms and Conditions. These Terms and Conditions will be governed by the laws of California, without regard to that body of law controlling conflicts of law. All disputes arising under these Terms and Conditions shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law. Either party shall have the right to terminate these Terms and Conditions upon the material breach of the other party; provided the breaching party has failed to cure such breach within thirty (30) days after receipt of written notice of such breach. A provision of these Terms and Conditions will survive expiration or termination of these Terms and Conditions if the context of the provision indicates that it is intended to survive. If these Terms and Conditions is terminated, Customer will promptly pay Extreme for Services performed prior to the termination date, plus any expenses incurred. These Terms and Conditions may not be assigned by Customer by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under these Terms and Conditions may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. These Terms and Conditions shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Neither party will have the right to claim damages or to terminate these Terms and Conditions as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under these Terms and Conditions), including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism. If any part of these Terms and Conditions is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of these Terms and Conditions will remain in full force.

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Terms of Support

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

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

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

1.1 "Authorized Resellers" means those companies (a) authorized by Extreme to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which Company has purchased the ExtremeWorks Support Program.

1.2 "Customer" or You" means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.3 "Customer Documentation" means Product documentation, Product specifications and other related materials.

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

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

1.6 "Defect" means a failure of any Product to operate in accordance with Extreme's technical specifications as set forth in the End User Documentation.

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

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

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

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

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

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

1.13 "Services" mean the services provided by Extreme under the ExtremeWorks Support Program (or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, or any other end user services provided by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Specification.

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

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

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

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

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

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

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

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

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

4. Company Obligations.

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

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

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

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

5. Ordering and Payment Terms.

5.1 Orders.

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

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

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

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

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

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

5.3 Purchases from Extreme. If Company is purchasing the Services directly from Extreme, Extreme's terms and conditions of sale and service shall apply to such purchase. These terms and conditions can be found at http://extremenetworks.com/company/legal/terms-of-sales/ .

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

6. Support for End of Life.

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

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

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

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

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

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

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

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

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

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11. Term and Termination.

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

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

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

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

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

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

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

14. Data Protection.

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

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

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

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

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15 Miscellaneous.

15.1 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department, Fax: (408) 579-3000.

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

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

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

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

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

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

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15.8 Export. Company acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Company will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Company to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States government. Company acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect. Company shall indemnify and hold harmless Extreme for any violation or alleged violation by Company of such laws or regulations. Company's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

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

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

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Wednesday, July 25, 2018

Sample Customer
Sample Street Address
Sample City, State & Zip

Re: Extreme Networks, Inc.
Property Schedule No. ____

Dear Sample Customer:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets**.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

EXTREME NETWORKS, INC. ATTN: Sample Account Manager
6480 VIA DEL ORO, SAN JOSE, CA 95119

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Extreme Networks, Inc. will return a fully executed original set for your files.

***Please Note:* All fully executed documents must be returned no later than Expiration Date; otherwise, the transaction is subject to re-pricing.**

Executed documents required for funding are:

1. Master Tax-Exempt Lease/Purchase Agreement
2. Addendum/Amendment to Master Purchase Agreement
3. Property Schedule No. ____
4. Property Description and Payment Schedule (Exhibit 1)
5. Lessee's Counsel's Opinion (Exhibit 2)
6. Lessee's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualification Certificate (Exhibit 6)
10. Certificate of Insurance – ***Required prior to funding.***
11. Notification of Tax Treatment with Tax Exemption Certificate or Letter – ***Required for annual state tax audits.***
12. Invoicing Instructions – ***Required in order to ensure that invoices are directed to the proper area in your organization.***
13. Escrow Agreement
14. IRS Form 8038-G or 8038-CG

Please contact either Leasing Manager Name at Leasing Manager Number or me at Account Manager Number with any questions.

Sincerely,

Sample Account Manager
Account Manager

DOCUMENTATION CHECKLIST

- ❑ **Master Tax-Exempt Lease/Purchase Agreement***
- ❑ **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement***
- ❑ **Property Schedule ____***
- ❑ **Property Description and Payment Schedule** – Exhibit 1
- ❑ **Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Extreme Networks, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ❑ **Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ❑ **Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- ❑ **Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ❑ **Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- ❑ **Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- ❑ **Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- ❑ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ❑ **Escrow Agreement**
  Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ❑ **IRS Form 8038-G or 8038-GC**
  The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. Extreme Networks, Inc. will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Master Tax-Exempt Lease/Purchase Agreement

BETWEEN:	Extreme Networks, Inc. (the “Lessor”) 6480 Via Del Oro San Jose, CA 95119
AND:	Sample Customer (the "Lessee") Sample Street Address Sample City, State & Zip Attention: Sample Customer Telephone: Customer Phone Number
DATED:	Master Date

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.06.

"Event of Default" is defined in Section 13.01.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payments Dates" means the rental payments dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules. **EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Property Schedule and the acquisition by Lessee of the Property thereunder, on or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.

6.03 Interest Component. A portion of each Rental Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Rental Payment thereunder during the Lease Term.

6.04 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

6.06 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor

in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 Defeasance of Rental Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Rental Payments on said Property Schedule is not adversely affected.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Lessee's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

7.04 Substitution. Lessee may substitute for all or any portion of the Property under a Property Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Property being substituted for, together with an opinion of counsel acceptable to Lessor to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Rental Payments under the Property Schedule from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees, for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted property.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Rental Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Rental Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 14.02(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay the Rental Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Lessor may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Lease Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default or an Event of Nonappropriation under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Lease Participation Certificates.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the

failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) defease the Property Schedule pursuant to Section 6.07, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto;

(c) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.

(d) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;

(e) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Rental Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments under the Property Schedule.

(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 **Waiver of Jury Trials. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

14.07 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Extreme Networks, Inc.
By:
Name:
Title:

Lessee: Sample Customer
By:
Name:
Title:

Attest By:
Name:
Title:

Property Schedule No. ____

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. ____** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of Master Date, between Extreme Networks, Inc., and Sample Customer.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is Start Date.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.

5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.

6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.

7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.

9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.

10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by Expiration Date.

11. Effective Interest Rate. ____%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Extreme Networks, Inc.
By:
Name:
Title:

Lessee: Sample Customer
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: Sample Street Address, Sample City, State & Zip

USE: test - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the ____ day of each monthly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: $100,000.00.

Payment No.	Due Date	Rental Payment	Principal	Interest	Termination Amount

Lessee: Sample Customer
By:
Name:
Title:

EXHIBIT A

Property Description

Equipment as described in [Vendor Name and Quote Number], dated [Quote Date] (inserted below [if less than 2 pages]), referred to and incorporated herein by this reference.

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Ladies and Gentlemen:

We have acted as special counsel to Sample Customer ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of (the "Master Agreement"), between Sample Customer, as lessee, and Extreme Networks, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. ____ (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of Start Date by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE'S COUNSEL

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

The **undersigned attestor**, being the duly elected, qualified and acting _____of the Sample Customer ("Lessee") does hereby certify, as of Start Date, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on _____, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL **(Official(s) who signed the documents.)**	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

Sample Customer
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT 4

Payment of Proceeds Instructions

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. ("Lessor) and Sample Customer ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

_____

_____

If by wire transfer, pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

Sample Customer

By: _____

Name: _____

Title: _____

EXHIBIT 5

Acceptance Certificate

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Extreme Networks, Inc. ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

Sample Customer
as Lessee

By: _____

Name: _____

Title: _____

EXHIBIT 6

Bank Qualification Certificate

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Bank Qualified Tax-Exempt Obligation

❑ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

❑ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than $10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

***Note: ONE of the boxes above MUST be checked.**

Lessee: Sample Customer
By:
Name:
Title:

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: *(Name)* _____

(Address) _____

(Address) _____

(Contact Name) _____

(Contact Phone) _____

(Contact Fax) _____

FROM:
Customer/Lessee: Sample Customer
Sample Street Address
Sample City, State & Zip
Contact Name: Sample Contact Name
Contact Phone: Sample Phone Number

Sample Customer is in the process of financing test with Extreme Networks, Inc.

Sample Customer requests that Extreme Networks, Inc. be listed as "Extreme Networks, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Extreme Networks, Inc. as described below.

NOTE: Coverage is to include:

(1) insurance against all risks of physical loss or damage to the Equipment;
(2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than $1,000,000; and
(3) if applicable, automobile liability coverage of not less than $3,000,000.

Extreme Networks, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. ***Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.***

❑ **1.** Please **EMAIL or FAX** this completed information to:
Extreme Networks, Inc.
Sample Account Manager, Account Manager
Phone Number: Account Manager Number
Email: Account Manager Email Fax: (800) 746-2436

❑ **2.** Please **MAIL** a Certificate of Insurance to:
Extreme Networks, Inc.
Attn: Collateral Services
6480 Via Del Oro
San Jose, CA 95119

❑ **3.** Please **CONTACT** the Account Manager:
- ✓ When sending this Certificate.
- ✓ If this cannot be completed today.
- ✓ If you have any questions.

Notification of Tax Treatment

Extreme Networks, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Extreme Networks, Inc.

_____ I have previously provided a completed exemption certificate to Extreme Networks, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

_____

_____

_____

Lessee: Sample Customer
By:
Name:
Title:

LESSEE INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

Sample Customer

BILL TO ADDRESS:

BILLING CONTACT:
First, M.I. and Last Name:
Title:
Phone Number:
Fax Number:

PURCHASE ORDER NUMBER:
Invoices require purchase order numbers: YES _____ NO _____
Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Agreement #:

EXTREME
EXTENDED PAYMENT AND SPECIAL PURCHASE AGREEMENT

This agreement, including the attached schedules and exhibits, each of which, as applicable, is expressly incorporated herein (collectively, the "Agreement"), is entered into as of the last date entered on the signature page of this Agreement (the "Effective Date") by and between Extreme Networks, Inc., with a principal office at 6480 Via del Oro San Jose, CA 95119, Extreme Networks Ireland Limited, an Ireland corporation with principal offices at Rineanna House, Shannon Industrial Estate, Shannon, Co Clare, Ireland, (independently and jointly "Extreme") and _____ ("Purchaser") with a principal office at_____.

Background: This Agreement governs Purchaser's purchase of Extreme Technology, under the special terms of this Agreement. Generally, Purchaser will purchase Extreme Technology which will ultimately be located/installed at a location utilized by the Purchaser. Extreme will allow Purchaser to make payments on such Extreme Technology as set forth in this Agreement.

Extreme and Purchaser hereby agree as follows:

1. DEFINITIONS

Purchaser is the ultimate user of Extreme Technology as set forth in a Schedule.

"End User Agreement" means the applicable End User License Agreement, in shrink-wrap or click-wrap format, packaged with either the Programs or Extreme Technology or set forth on Extreme's website, depending on the Extreme Technology family, the terms of which Extreme is passing through to Purchaser and may be amended from time to time, at Extreme's discretion.

"Extreme Technology" means all Extreme products, replacement parts, Programs, documentation, web sites, and any other technology, data or other data, information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents to Purchaser pursuant to this Agreement.

"Program" (i) the software programs, bundled firmware or standalone software Extreme products or other software delivered by Extreme for use with the Extreme Technology, including all backup copies; (ii) Program Updates and; (iii) documentation for the Program.

"Program Update" means a bug fix, error correction, update, enhancement (major or minor), new release, or modification of any kind of any part of the Program that Extreme makes available to its customers.

"Schedule" refers to the terms and conditions not otherwise set forth in this Agreement that the parties may agree to from time to time for the sale and redistribution of Extreme Technology under this Agreement. The standard Schedule form for Purchaser is attached as Exhibit A and each Schedule executed by the parties shall be subject to the provisions of this Agreement.

2. ORDERS, SHIPMENT AND DELIVERY

2.1. Orders. To place an order the parties will execute a Schedule to the Agreement. Nothing in this Agreement requires the parties to enter into a Schedule. However, once entered into, each Schedule is a binding agreement for the purchase of the Extreme Technology and is subject to the provisions of this Agreement. Only Extreme Technology ordered under this Agreement, as identified by the serial number will be subject to the provisions of this Agreement and not inventory or product purchased under any other Agreement.

2.2. Cancellation or Postponement of Schedule Prior to Shipment by Purchaser. Purchaser may cancel a Schedule in whole or in part without incurring a cancellation charge, by written notice received by Extreme at any time at least ten (10) business days prior to the originally scheduled shipment date. Any Schedule cancellation requested by Purchaser which is requested less than ten (10) business days prior to the originally scheduled shipment date, is subject to good faith discussions between Extreme and Purchaser, with the understanding that Purchaser may incur restocking/cancellation charges as a result of such cancellation. Purchaser may postpone a shipment date one time by written notice given at least five (5) business days prior to the scheduled shipment date, provided that the rescheduled date does not exceed the original date by more than thirty (30) days.

2.3 Cancellation or Postponement of Schedule Prior to Shipment by Extreme. Extreme reserves the right to cancel a Schedule or postpone any shipment in whole or in part under any Schedule if (a) Purchaser fails to make any payment, (b) Purchaser fails to meet reasonable credit or financial requirements established by Extreme, including any limitations on allowable credit, (c) Purchaser fails to comply with the terms and conditions of this Agreement. Extreme reserves the right to discontinue the manufacture, sale or distribution of any or all Extreme Technology at any time, and to cancel any orders for such discontinued Extreme Technology without liability of any kind on the part of Extreme to Purchaser or any third party. No such cancellation, refusal or delay will be deemed a termination (unless Extreme so advises Purchaser) or breach of this Agreement by Extreme.

2.4 Shipment and Delivery. All shipments will be made ExWorks (Extreme's place of shipment), except (a) for shipments within the United States, shipping shall be FOB Destination (Extreme's place of shipment); (b) for shipments within member countries of the European Union, shipping shall be CIP Consignee; and (c) for shipments to the rest of Europe, Canada and other international locations, all shipping terms are DDU Airport and all shipping described above are per Incoterms 2010. Customer shall identify mode of shipment and carrier in the accepted purchase order for ExWorks and FOB destination shipments. Extreme will select the mode of shipment and the carrier for CIP terms.

3. TITLE AND SECURITY INTEREST

3.1. Title. Title to the Extreme Technology shall pass to Purchaser upon delivery by Extreme to Purchaser at Extreme's manufacturing site or distribution center. Title to any software delivered under this Agreement shall remain with Extreme or its third party licensors. The Extreme Technology may consist of or contain additional third party software and such third party software may be licensed under terms different from those in this Section. Any open source software is licensed to Purchaser under the applicable open source licenses and such software will be subject to all of the provisions of the applicable license(s).

3.2. Security Interest. Purchaser shall be deemed to have granted Extreme a security interest in the Extreme Technology subject to this Agreement and all accessions, substitutions and replacements, and proceeds (cash and non-cash), including, without limitation, insurance proceeds (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Purchaser, now existing or hereafter created, to Extreme pursuant to this Agreement or otherwise. Purchaser authorizes Extreme to file financing statements to give public notice of its interest in the Extreme Technology and any proceeds thereof. Pricing and payment schedules will be set out in each Schedule.

4. PRICING, PAYMENT TERMS AND TAXES

4.1. Pricing and Payment Schedule. Extreme Technology pricing and the payment schedule for Extreme Technology will be set forth in the applicable Schedule. All payments to Extreme shall be in the currency set forth in the Schedule.

4.2. Payments. All amounts are due and payable as set forth in the Schedule(s). Prices stated in each executed Schedule are exclusive of taxes noted in Section 4.3. Extreme reserves the right to charge Purchaser a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Purchaser's current outstanding balance. In addition, Extreme, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Schedules and refuse additional Schedules until Extreme's receipt of all overdue amounts. Extreme shall have no liability to Purchaser for any such suspension or termination of the Schedule or for its refusal of additional Schedules. Extreme further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. Although Extreme may extend credit to Purchaser, Extreme reserves the right to change its credit terms at any time when, in Extreme's sole opinion, Purchaser's financial condition or payment record so warrants. To assist Extreme in establishing and updating credit limits and payment terms, Purchaser agrees to provide Extreme with financial information relating to Purchaser's business, including audited financial statements and other credit related information as may be reasonably requested.

4.3. Taxes. Except for taxes based on or measured by Extreme's net income, Purchaser will pay, or reimburse Extreme for its payment of, all customs charges, duties, and sales, use, gross receipts, value added, goods and services or other taxes or fees imposed under or by any governmental authority, whether levied against Extreme or Purchaser, and a) associated with the payment of any amount by Purchaser to Extreme under this Agreement; or b) based on the export, import, shipment, purchase or sale of the Products or Services, their installation or use. If Purchaser claims an exemption from its obligation to pay any such taxes, it shall be Purchaser's responsibility to provide Extreme with an appropriate tax exemption certificate. All payments shall be made free and clear without deduction for all present and future taxes imposed by any taxing authority. In the event that Purchaser is prohibited by law from making any payment unless such deductions are made or withheld therefrom, Purchaser shall pay such additional amounts as are necessary such that the net amounts received by Extreme, after such deduction or withholding, equal the amounts which would have been received if such deduction or withholding had not occurred. Purchaser shall promptly furnish Extreme with a copy of an official tax receipt or other appropriate evidence of any tax imposed on payments made under this Agreement, including taxes on any additional amounts paid. In the event that Purchaser remits sales tax directly to the taxing authority, or claims an exemption from the tax, Purchaser will defend and indemnify Extreme against any claim by a taxing authority based on Purchaser's failure to remit the sales tax including but not limited to any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of a delay or failure of Purchaser to pay any tax, charge or other fee. Purchaser and Extreme agree to cooperate to minimize any applicable taxes, including reasonable notice and cooperation in the case of any audit. This clause shall survive the termination of the Agreement.

4.4. Optional right of Return and Credit. At any time after any minimum payment requirements have been met but prior to full payment for the Extreme Technology, Purchaser may elect to return any or all of the Extreme Technology, to a location specified by Extreme and at Purchaser's expense, upon 60 days prior written notice. If Purchaser elects to return the Extreme Technology then Purchaser agrees that once the Extreme Technology is received by Extreme, title shall be considered to be passed to Extreme, at which time no further payments will be due by Purchaser

with respect to the Extreme Technology returned, so long as 1) there are no other outstanding payments or other charges owed by Purchaser at the time the Extreme Technology is received by Extreme and 2) other than normal wear and tear, the Extreme Technology is in good, working condition. Without limiting any other remedies Extreme may have in law or in equity, if Purchaser has notified Extreme it will return some or all of Extreme Technology but fails to return the indicated Extreme Technology within the respective Notification Period, amounts due and payable for the Extreme Technology will continue to accrue until the Extreme Technology is received by Extreme or is paid in full by the Purchaser.

4.5. Optional Take-Back. At any time following payment in full for the Extreme Technology, in the event that Purchaser does not want to retain the Extreme Technology, Purchaser agrees to notify Extreme of such and to offer to Extreme a first right of refusal to retake possession of the Extreme Technology under terms mutually agreed by the parties ("Take-Back"). Notwithstanding the foregoing, Extreme will be under no obligation to enter into such arrangement.

5. EXTREME TECHNOLOGY RESTRICTIONS

5.1. Restrictions. Except as expressly authorized, by local law, and only to the extent authorized, Purchaser will not authorize any third parties to: (i) disassemble, decompile, or reverse engineer any Extreme Technology; or (ii) copy or otherwise reproduce any Extreme Technology, in whole or in part; or (iii) remove, modify or otherwise tamper with any notice or legend on any Extreme Technology or any labeling on any physical media containing Programs; or (iv) use Extreme Technology in any manner to provide time sharing, or other computer services to third parties; or (v) create derivative works from, alter, modify, change or enhance Extreme Technology without Extreme's prior written consent; or (vi) use, modify, enhance, copy or sublicense Programs; or (vii) make any warranties, representations, promises or commitments on behalf of Extreme or its Licensors without the prior written authorization of Extreme; or (viii) distribute any Extreme Technology without the applicable End User Agreement. Purchaser's rights in Extreme Technology will be limited to those expressly granted in this Agreement. Purchaser agrees that a breach of this Section shall constitute a material default under this Agreement for which Extreme may have no adequate remedy at law, such that injunctive or other equitable relief may be appropriate to restrain such breach, whether threatened or actual.

5.2. Proprietary Rights. For any Extreme Technology, Purchaser shall acknowledge and agree to the applicable End User Agreement. The Purchaser obtains a license to the Programs solely pursuant to the terms and conditions in the End User Agreement. No rights under the End User Agreement are conveyed to Purchaser.

6. SERVICE, SUPPORT AND MAINTENANCE

Service, support and maintenance may be purchased through Extreme or a third party subject to availability.

7. TERM AND TERMINATION

7.1. Term. This Agreement will commence on the Effective Date and will remain in effect unless terminated as provided for in this Agreement. The effective date and term of each Schedule will be identified in the Schedule.

7.2. Termination

7.2.1. Agreement Termination for Convenience. Either party may, at its option, terminate this Agreement or any Schedule for its convenience with sixty (60) days prior written notice to the other party ("Notification Period").

7.2.2. Effect of Termination. Except in the case for termination for breach as provided in Section 7.3, upon expiration or termination of this Agreement or any Schedule by either party, in whole or in part, Purchaser shall either a) immediately remit the balance of all remaining payments and any other amounts outstanding under all applicable Schedules, b) request that the payment schedule remain unchanged, such request shall not be unreasonably denied or c) return Extreme Technology, at Purchaser's cost, to Extreme pursuant to the RMA procedures set forth in this Agreement. If Purchaser elects to return the Extreme Technology then Purchaser agrees that once the Extreme Technology is received by Extreme, title shall be considered to be passed to Extreme. No further payments will be due by Purchaser with respect to the Extreme Technology returned so long as 1) there are no other outstanding payments or other charges owed by Purchaser at the time the Extreme Technology is received by Extreme and 2) other than normal wear and tear, the Extreme Technology is in good, working condition. Without limiting any other remedies Extreme may have in law or in equity, if Purchaser has notified Extreme it will return some or all of Extreme Technology but fails to return the indicated Extreme Technology within the respective Notification Period, amounts due and payable for the Extreme Technology will continue to accrue until the Extreme Technology is received by Extreme or is paid in full by the Purchaser.

7.3. Termination for Breach.

7.3.1. This Agreement and/or all Schedules may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice ("Cure Period") of such breach. The termination of this Agreement will not affect either party's obligation to make payments to the other party as a result of events that occurred prior to termination. In the case of termination by Extreme for an uncured breach by Purchaser, Purchaser must immediately remit the balance of all remaining payments and any other amounts outstanding under all applicable Schedules.

7.3.2. Notwithstanding anything in this Agreement to the contrary, Extreme may immediately terminate this Agreement and/or any Schedule in whole or in part if: (i) Purchaser fails to comply with the payment provisions of this Agreement, (ii) upon the insolvency, bankruptcy, or dissolution of Purchaser, or; (iii) if Extreme believes there has been or will be a substantial impairment of Purchaser's credit or an assignment for the benefit of Purchaser's creditors.

7.4. NO DAMAGES FOR TERMINATION. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. NEITHER PARTY WILL BE LIABLE TO THE OTHER ON ACCOUNT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR REIMBURSEMENT OR DAMAGES FOR THE LOSS OF GOODWILL, PROSPECTIVE PROFITS OR ANTICIPATED INCOME, OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE BY EITHER PARTY OR FOR ANY OTHER REASON WHATSOEVER BASED UPON OR RESULTING FROM SUCH TERMINATION OR EXPIRATION.

7.5. Survival. The parties' obligations under the following sections shall survive any termination and/or expiration of this Agreement: Sections 1, 3, 4, 5, 7.2.4, 9, 10 and 11of this Agreement.

8. INDEMNITY

8.1. Intellectual Property Indemnification. Extreme will defend Purchaser against any third-party suit or proceeding and pay any damages finally awarded against Purchaser therein, based upon any

third party claim that any Extreme Technology furnished hereunder, alone and not in combination with any other Extreme Technology, constitutes a direct infringement of any United States or European Union patent, copyright or trade secret issued or in effect as of the Effective Date, provided that Purchaser: (i) promptly notifies Extreme in writing of any such suit or proceeding; (ii) provides Extreme sole control over the defense or settlement of such suit or proceeding; and (iii) provides reasonable information and assistance in the defense and/or settlement any such claim or action. Extreme will not be responsible for any costs, expenses or compromises incurred or made by Purchaser without Extreme's prior written consent. If the use of any Extreme Technology is permanently enjoined, or Extreme determines at its sole discretion that it may be enjoined, then Extreme may, at its sole discretion and expense: (i) procure for Purchaser the right to continue using Extreme Technology; (ii) replace Extreme Technology with a non-infringing Extreme Technology; (iii) modify Extreme Technology so that it becomes non-infringing; or (iv) accept return of Extreme Technology and credit Purchaser the sum paid to Extreme by Purchaser for the infringing Extreme Technology less depreciation calculated on a forty-eight (48) month life.

8.2. Exceptions. Extreme will not be obligated to defend or be liable for any expenses, damages, costs or losses resulting from any suit or proceeding based upon a claim arising from (a) Extreme's compliance with Purchaser's designs, specifications or instructions; (b) modification of Extreme Technology by a party other than Extreme; (c) the combination of Extreme Technology or part thereof with any other Extreme Technology; (d) the direct or contributory infringement of any process patent using any Extreme Technology furnished hereunder; (e) Purchaser's violation of a trade secret pursuant to the confidentiality obligations of the Non-Disclosure Agreement entered into by the parties; (f) Purchaser's use of any Extreme mark or any mark confusingly similar thereto, to identify anything other than Extreme Technology or services; or (g) use of the Extreme Technology or any revenue derived therefrom.

DISCLAIMER. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EXTREME AND THE EXCLUSIVE REMEDY OF PURCHASER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPY¬RIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9. LIMITED EXTREME TECHNOLOGY WARRANTY AND RETURNS

9.1. Warranty to Purchaser. Extreme warrants the Extreme Technology pursuant to the terms and conditions of the Extreme standard warranty posted on https://www.extremenetworks.com/support/policies/ or for software, subject to the software license agreement posted on https://www.extremenetworks.com/company/legal.

9.2. Exclusive Remedy. As Purchaser's exclusive remedy for breach of the Extreme Technology warranty, during the Warranty Period, Extreme will repair or replace, at Extreme's sole discretion and at no charge to Purchaser, any Extreme Technology that (a) Purchaser has notified Extreme does not materially comply with the warranties described in Section 9.1; (b) with the exception of Programs, Purchaser has returned to an Extreme-authorized repair center during the applicable warranty period pursuant to the RMA Procedure of this Section; and (c) Extreme has confirmed to be defective. Replacement Extreme Technology may be remanufactured. Replacement Extreme Technology shall carry the remaining warranty of the replaced Extreme Technology.

9.3. Limitations on Warranty and Returns. Extreme shall not be responsible for and the foregoing warranty shall not apply to Extreme Technology that has been (i) damaged by accident, Act of God, shipment, improper installation, inadequate maintenance, abnormal physical or electrical stress, misuse or misapplication, or (ii) modified without Extreme's express written acceptance of such modification for warranty purposes.

9.4. Disclaimer. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND EXTREME EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXTREME NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.

9.5. Returns and RMA Procedure. Purchaser shall not return any Extreme Technology unless it was purchased under this Agreement. For all Extreme Technology returned under this Agreement Purchaser must; (a) contact the Asset Manager of Extreme Capital for return material authorization number ("RMA"), b) provide Extreme with the serial number of Extreme Technology c) arrange and pay for shipping for the return of the Extreme Technology to a location specified by Extreme Communications Systems, Inc. The following additional terms shall apply only to warranty returns: Extreme shall a) verify whether or not Extreme Technology is within the applicable Warranty Period or Purchaser is otherwise entitled to repair or replacement of Extreme Technology without charge; b) (i) if Purchaser is entitled to return Extreme Technology for repair/replacement without charge, then Extreme shall issue to Purchaser an RMA; and (ii) if Extreme Technology is not under warranty, then Purchaser must issue a purchase order for service to Extreme, upon receipt of which Extreme will issue an RMA to Purchaser; (c) Purchaser shall ship the Extreme Technology together with the RMA information to the address provided by Extreme, at Purchaser's expense; and (d) Extreme shall repair or replace Extreme Technology and will return Extreme Technology at Extreme's expense. Purchaser shall pay freight cost for return shipment by Extreme to Purchaser of any Extreme Technology claimed by Purchaser to be defective but determined by Extreme to not be defective. The repair lead time is measured from receipt of the returned Extreme Technology at Extreme's repair facility.

10. LIMITATION OF LIABILITY

10.1. Hazardous Use. Purchaser acknowledges that Extreme Technology is not designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any system where a failure of such system could result in a situation that threatens the safety of human life. Except as otherwise provided herein, Extreme shall not be liable to Purchaser, in whole or in part, for any claims or damages arising from such use, or resale by Purchaser to a third party for such purposes, and Purchaser agrees to indemnify, defend (with counsel approved in writing in advance by Extreme) and hold Extreme harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale.

10.2. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF CONFIDENTIALITY AND BREACHES OF EXTREME'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE ANY LIABILITY TO EACH OTHER OR ANY OTHER THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED THEREBY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL EXTREME'S OR ITS SUPPLIERS' TOTAL LIABILITY FOR ANY CLAIMS OR CAUSES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED THEREBY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE SUMS RECEIVED BY EXTREME FOR THE EXTREME TECHNOLOGYS PURCHASED BY PURCHASER, IN THE PREVIOUS TWELVE MONTH PERIOD, THAT ARE THE SUBJECT OF AND DIRECTLY AFFECTED BY SUCH CLAIMS. THESE LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT. THESE

LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. GENERAL

11.1. Order of Precedence of Documents. In the event of a conflict between the documents that constitute the Agreement, the documents shall govern in the following order of precedence: (i) the Schedule, (ii) the local implementation agreement for the Extreme Technology provided outside the United States, (iii) the Agreement, (iii) applicable provisions in the Documentation.

11.2 The following information is "Confidential Information: (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement; any information related to a party's performance of, or failure to perform, this Agreement; and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, customers, vendors, contractors, Extreme's and personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Purchaser, data center locations, data center designs (including non-graphic information observed at Purchaser's data center); but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, or becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Agreement, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information if reasonably necessary to fulfill a Schedule under this Agreement, or to maintain reasonable and customary business records. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

12. This Agreement shall not limit either party's present or future business activities or relationships of any nature, including business activities or relationships that may be competitive with those of the other party. The parties acknowledges that the other party and its affiliates are actively engaged in business activities, investment, technology exploitation, and research and development efforts that are or may be similar to or coincident with the activities of the other party or its Confidential Information. Accordingly, each party further acknowledges that this Agreement shall in no way limit, restrict or preclude either party from assigning employees or pursuing any of its present or future business activities or interests, either alone or in conjunction with other parties, or from entering into any agreements or transaction with any other person or entity, regardless of whether such business activities and interests are competitive with any actual or proposed business activities and interests of the other party. The parties further agree that each may in the future develop or purchase products or services related to or similar to the subject matter of this Agreement.

12.1. Import and Export. Purchaser acknowledges and agrees that it shall not import, export, or re-export, directly or indirectly, any commodity (including, but not limited to, Extreme Technology, related Extreme Technology or related information including Programs, other software and technical data) to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States, and the import and export restrictions of the various countries into which Purchaser is authorized to ship Extreme Technology. Purchaser also agrees that they will not export or re-export the Extreme Technology, directly or indirectly, (i) to any U.S. embargoed country; (ii) to any person or entity on a denial list published by the U.S. Government or the government of any country into which the Extreme Technology will be shipped; (iii) for any end use that is prohibited by United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction. Purchaser understands that certain Extreme Technology may require export licenses or re-export approval when being shipped. Purchaser shall indemnify, defend (with counsel approved in writing in advance by Extreme) and hold Extreme harmless against any claims for cost, damage, expense or liability arising out of or in connection with any breach of this Section.

12.2. Environmental Compliance (If Applicable). For Sales into the European Union (EU) Purchaser will accept all producer responsibilities as outlined in the EU Directive on Waste Electrical and Electronic Extreme Technology (WEEE), including as necessary registration with each EU country where Purchaser resells Extreme Technology.

12.3. Independent Parties. Each party is an independent contractor, this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Extreme and Purchaser, and neither Extreme nor Purchaser will have the power to bind the other or incur obligations on the other's behalf without the other's separate and specific prior written consent.

12.4. Insurance. Purchaser agrees during the term of this Agreement to carry liability insurance in an amount that sufficient to meet its indemnification obligations under this Agreement.

12.5. Force Majeure. Neither party is responsible for a failure to fulfill any obligations due to causes beyond its control, except that in no event will this provision affect Purchaser's obligation to make payments under this Agreement.

12.6. Notice. All legal notices required hereunder shall be in writing sent to the General Counsel of the other party and shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery.

12.7. Assignability. The terms and conditions of this Agreement shall bind and inure to each party's permitted successors and assigns. Notwithstanding the foregoing, Purchaser may not assign this agreement, whether by contract or through a merger, acquisition, change in control, or otherwise, without Extreme's prior written consent, and any attempted assignment without Extreme's prior written consent shall be null and void.

12.8. Severability. If any provision in this Agreement is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of this agreement, and the remaining provisions of this agreement will continue in full force and effect.

12.9. No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.10. No Compensation. Purchaser acknowledges and agrees that it shall not be entitled to any compensation, damages or payments in respect to goodwill that has been established or for any damages on account of prospective or anticipated profits, and shall not be entitled to reimbursement in any amount for any training, advertising, market development, investments, leases or other costs that shall have been expended by Purchaser before termination of this Agreement. Purchaser hereby waives its rights under applicable laws for any such compensation

12.11. Controlling Language. This Agreement has been prepared and executed in the English language only, which language shall be controlling in all respects.

12.12. Governing Law. This Agreement is governed by the laws of the State of New York without reference to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. If this Agreement is made with Extreme Networks Ireland Limited, this agreement shall be governed by the laws of England, without reference to conflicts of laws principles, and all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts and the parties agree and submit to the personal and exclusive jurisdiction of the courts located in London, England. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

12.13. Headings. The headings and titles used in this Agreement are for convenience only and not intended to indicate any legal meaning over and above that detailed in this Agreement.

12.14. Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with Extreme's established corporate policies regarding foreign business practices, Purchaser and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government including the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Extreme in obtaining, retaining or directing any such business.

12.15. Audit Rights. Extreme or its auditors may with thirty (30) day's prior written notice and at its own expense, perform audits to ascertain Purchaser's compliance with the terms and conditions of this Agreement, including the protection of Confidential Information and usage rights and restrictions. Purchaser shall provide Extreme and/or its auditors with any reasonable assistance they require at no charge. If at any time, Extreme finds Purchaser to be out of compliance with the terms and conditions of this Agreement, then Extreme may suspend or terminate Purchaser's rights granted hereunder. In the case of standalone Programs, Extreme may charge Purchaser any additional license fee associated with unauthorized use or reproduction of the Programs.

12.16. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and replaces any prior agreements or understandings. No waiver or modification of the Agreement shall be valid unless in writing signed by each party.

By their signatures below, the parties indicate their agreement to the terms and conditions set forth in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Telecopy signatures will be

relied upon as original signatures in all respects. All signed copies of this Agreement will be deemed originals.

EXTREME NETWORKS, INC.

Signature:_____

Print Name: _____

Title:_____

Date:_____

PURCHASER: _____

Signature:_____

Print Name: _____

Title:_____

Date:_____

EXTREME NETWORKS IRELAND LIMITED

Signature:_____

Print Name: _____

Title:_____

Date:_____

Agreement #:

EXHIBIT A
SCHEDULE NUMBER __
FOR THE EXTENDED PAYMENT AND SPECIAL PURCHASE AGREEMENT
BETWEEN EXTREME AND PURCHASER AGREEMENT # ____

This Schedule shall commence on the last date of signature and continue until the earlier of the following: a) the date it is terminated in accordance with the Agreement or b) the date on which payment has been made in full for the Extreme Technology listed herein.

Purchaser:
Name, Address, Telephone Number, E-mail Address and other applicable contact information
Other applicable Contact Name(s) and Telephone No(s):

Shipping Address:

Extreme Technology Total Purchase Price:

Payment:

Purchaser shall make monthly payments beginning (TBD) in the amount of $_____ USD/month for _____ months, due and payable monthly in advance for the Extreme Technology listed herein.

Description of Extreme Technology is attached as Appendix 1 to this Schedule # __

Other Terms Applicable to this Schedule:
Extreme will endeavor to provide Purchaser with a list of the serial numbers for each unit of the Extreme Technology shipped under this Schedule. If any of the information provided by Extreme is inaccurate or misstated, Purchaser must promptly notify Extreme, If Purchaser fails to notify Extreme as provided herein. Purchaser shall remain responsible for making payments for the Extreme Technology as provided by the Agreement and this Schedule.

By signing this Schedule, Extreme and Purchaser agree that the provisions of the Extreme Extended Payment and Special Purchase Agreement (the “Agreement”) executed by the parties and the exhibits attached to this Schedule apply to this Schedule and are incorporated by this reference. To the extent that this Schedule is inconsistent with the Agreement, the terms of this Schedule shall prevail.

	Extreme Networks, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Extreme Networks Ireland Limited [Include if applicable]

By: _____

Name: _____

Title: _____

Date: _____

Agreement #:

Appendix A

Quantity	Product Name	SKU	Price

Agreement No. _____

NETWORK SUBSCRIPTION AGREEMENT

THIS NETWORK SUBSCRIPTION AGREEMENT (this "*Agreement*") is made as of the Effective Date, between Extreme Networks, Inc. with its principal place of business at 6480 Via del Oro, San Jose, California 95119 and Extreme Networks Ireland Limited, a corporation organized under the laws of Ireland, with principal offices at Rineanna House, Shannon Industrial Estate, Shannon, Co Clare, Ireland (independently and collectively "*Extreme*"), and _____ having its principal place of business at _____("*Customer*").

1. SCOPE OF AGREEMENT

1.1 This Agreement governs Customer's use of Network Subscription (as defined below) utilizing certain Extreme Technology. For the avoidance of doubt and notwithstanding anything herein to the contrary, Customer is not purchasing any Extreme Technology or other equipment from Extreme under this Agreement.

1.2 With respect to any Subscription purchased within the United States or its territories, this Agreement is entered into, and all Subscription(s) shall be performed by or on behalf of Extreme Networks Inc. To the extent Subscription(s) are available and purchased outside the United States or its territories this Agreement is entered into, and shall be performed by or on behalf of Extreme Networks Ireland Limited and such purchases will be subject to a local implementation agreement between Extreme Networks Ireland Limited and the Affiliate of the Customer located outside the United States. Each local implementation agreement will incorporate by reference the provisions of this Agreement as amended by mutual agreement of the parties.

1.3 This Agreement incorporates all provisions of the schedules, exhibits, supplements, addendums, amendments and other documents that are referenced herein. All of these documents taken together, including those effective in the future, shall constitute the entire agreement between Extreme and Customer and replace any prior oral and/or written communications, negotiations and agreements relating to the subject matter hereof. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both parties.

2. DEFINITIONS

The following terms have the meanings ascribed to them when used with an initial capital letter in this Agreement.

"*Affiliate*" means an entity that controls, is controlled by (directly or indirectly) or is under common control with the entity referred to, but only for the time that such control exists. As used in this definition, "**Control**" means the right to control more than fifty percent (50%) of the voting interests of the entity referred to.

"Extreme Technology" means all product, replacement parts, software, Documentation, web sites, and any other technology, data or other data, information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents to Customer pursuant to this Agreement.

"*Designated Representative*" means the person(s) duly authorized by each party who have the authority to take the actions referenced in any provision of this Agreement.

"*Documentation*" means Extreme's written documentation provided in connection with Extreme Technology that describes the functions and features of the Extreme Technology, including user guides and manuals, Help Files, FAQ, information describing technical functionality and specifications, and related information that Extreme provides to its customers generally in connection with the Extreme Technology, whether in print, web based, or other electronic form, all as they may be updated from time to time. "Documentation" does not include marketing and promotional materials.

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"Network Subscription" or *"Subscription"* means the subscription(s) and Extreme Technology provided by Extreme to Customer pursuant to the applicable Subscription Schedule.

"*Order*" means a document signed by both parties that describes purchase terms for Subscription(s) including but not limited to a Subscription Schedule.

"Premises" means location where Subscription(s) are used and/or installed.

"*Program*" means: (i) the software programs, bundled firmware or standalone software products or other software delivered by Extreme for use with the Subscription(s), including all backup copies; (ii) Program Updates and; (iii) Documentation for the Program.

"*Program Update*" means a bug fix, error correction, update, enhancement (major or minor), new release, or modification of any kind of any part of the Program that Extreme makes available to its customers.

"Tax" or "Taxes" means all taxes assessed on or against this Agreement or any Extreme Technology, including any products and equipment, utilized in connection with the provision of the Subscription services provided hereunder, including without limitation any sales, use, gross receipts or other similar transaction tax(es); provided that Taxes do not include any taxes on or measured by the net income net worth or shareholder's capital of Extreme.

"Subscription Schedule" refers to the terms and conditions not otherwise set forth in this Agreement that the parties may agree to from time to time for the provision of the Subscription. A Subscription Schedule will include without limitation a description of the Extreme Technology/Subscription, additional support and respective pricing for each as well as estimated shipping and delivery date, ship to destination, bill to address, Premise address(es) and name (including contact information) of the Designated Representative and other contact name(s), if applicable. The standard Subscription Schedule form is attached as Exhibit A and each Subscription Schedule executed by the parties shall be subject to the provisions of this Agreement.

3. TERM & TERMINATION

3.1 This Agreement will commence upon the date last executed by the parties ("Effective Date") and will terminate upon the expiration of the last surviving Subscription Schedule unless otherwise terminated as provided by this Agreement. The term of the Subscription will be identified in the applicable Subscription Schedule.

3.2 This Agreement and/or all Subscription Schedules may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect either party's obligation to make payments to the other party as a result of events that occurred prior to termination. Upon such termination, the Extreme Technology must be returned to Extreme within the 30 day notification period. Notwithstanding the foregoing, Subscription Schedules which by their terms are non-cancellable may not be cancelled or terminated by Customer for any reason.

3.3 Notwithstanding anything in this Agreement to the contrary, Extreme may immediately terminate this Agreement and/or any Subscription Schedule in whole or in part if: (i) Customer fails to comply with the payment provisions of this Agreement, (ii) upon the insolvency, bankruptcy, or dissolution of Customer, or; (iii) if Extreme believes there has been or will be a substantial impairment of Customer's credit or an assignment for the benefit of Customer's creditors. Upon such termination, the Extreme Technology must be returned within 15 days of notification by Extreme.

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3.4 Except as otherwise set forth in a Subscription Schedule, either party may, at its option terminate all or a portion of any applicable Subscription Schedule and/or this Agreement with sixty (60) days prior written notice. Within 60 days after notice, Customer will return the respective Extreme Technology.

3.5 Upon expiration or termination of this Agreement or any Subscription Schedule in whole or in part, Customer shall return Extreme Technology to Extreme pursuant to the RMA Procedures set forth in this Agreement. In the event of a termination of this Agreement or any Subscription Schedule by the Customer, Customer will bear all costs associated with the return of the Extreme Technology and shall do so in a manner that ensures a timely return of the respective Extreme Technology. Upon termination or expiration of the Agreement, unless otherwise specifically provided in the Subscription Schedule, the following amounts will become immediately due and payable: (i) any unpaid amounts for the Subscription provided through the date of termination; (ii) the monthly recurring charges accrued until the Extreme Technology is returned to Extreme as provided by this Agreement, and; (iii) any other amounts due and payable under this Agreement. Further, if Customer fails to make arrangements for return or otherwise fails to return Extreme Technology within the respective notice period, Extreme may take all actions reasonably necessary to obtain possession of and remove the Extreme Technology. Customer will not interfere with or object to such repossession or removal and Customer will cooperate (and ensure corporation of its employees, subcontractors, agents, representatives, and other third parties) with Extreme in such efforts. Customer releases Extreme from, and indemnifies Extreme against, any and all claims of third parties which are in any manner related to allowing Extreme access to the Premises for purposes of exercising and enforcing its rights in and to the Extreme Technology. Without limiting any other remedies Extreme may have in law or in equity, if Customer fails to return the Extreme Technology within the respective notification period, amounts due and payable for the Subscription(s) will continue to accrue until the Extreme Technology is received by Extreme and for 60 days thereafter.

3.6 **Survival**. The following provisions shall survive expiration or termination of this Agreement: 1, 2, 3, 4, 5.7, 5.9, 6, 7, 8.3, 8.4, 9.1, 10, 11, 12, 13, and 15.

4. PRICE AND PAYMENT TERMS

4.1 The Subscription(s) Charges will be invoiced monthly in advance of the due date (and will not be pro-rated) at the rate set forth on the applicable Subscription Schedule.

4.2 All Subscription Charges and other amounts payable by Customer are due and payable on the due date set forth in a Subscription Schedule or if none, then as specified in the applicable invoice. Extreme reserves the right to charge Customer a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Customer's current outstanding balance. In addition, Extreme, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Subscription(s) and refuse additional Orders until Extreme's receipt of all overdue amounts. Extreme shall have no liability to Customer for any such suspension or termination of the Subscription or for its refusal of additional Orders. Extreme further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorneys' fees) and costs associated with such collection.

4.3 Charges for non-recurring expenses (such as professional services, installation and training) will be quoted, contracted, and billed separately from the Subscription.

4.4 The prices stated in each Order are exclusive of Taxes. Customer agrees to pay when due all sales, use, property or estimated property, excise and other taxes, fees or other charges of any nature whatsoever (except for any taxes based on Extreme's net income), however designated, together with any fines, penalties or interest thereon, now or hereafter imposed by any governmental entity or paid or accrued by Extreme, whether based upon this Agreement, any Subscription charge, or the installation, license, delivery, ownership, use, possession or return of any Extreme Technology. Extreme will pay all property or estimated property taxes on the Extreme technology, or any portion thereof, as applicable, directly to the

appropriate taxing authority. Customer will reimburse Extreme for any such payments made by Extreme promptly upon request. Any fees, taxes or other charges paid by Extreme upon failure of Customer to make such payments shall become immediately due from Customer to Extreme. Any payment made hereunder to Extreme shall include the amount of any taxes required to be paid by Extreme as the result of the receipt of such payment.

4.5 Extreme will invoice and Customer shall bear applicable shipping and related charges that result from Customer's procurement, subsequent unit relocation, termination of the Subscription and other applicable fees as provided by this Agreement.

4.6 Should a court of competent jurisdiction determine, contrary to the parties' express intention, that this Agreement is a lease intended as security or other secured financing transaction, then solely in that event and for this expressly limited purpose, Customer shall be deemed to have granted Extreme a security interest in the Extreme Technology subject to this Agreement and all accessions, substitutions and replacements, and proceeds (cash and non-cash), including, without limitation, insurance proceeds (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Customer, now existing or hereafter created, to Extreme pursuant to this Agreement or otherwise. Customer authorizes Extreme to file financing statements to give public notice of its interest in the Extreme Technology and any proceeds thereof.

5. QUOTES, ORDERS, SHIPMENT, DELIVERY

5.1 **Quote.** At Customer's request, Extreme shall issue a quote stating terms for the purchase of the Subscription (a "**Quote**"). Each Extreme Quote shall be valid for sixty (60) days from issuance unless otherwise specifically stated in the Quote.

5.2 **Orders**. Nothing in this Agreement requires the parties to enter into any Orders. However, once entered into, each Order is a binding agreement for the purchase of the Subscription and is subject to the provisions of this Agreement. This Agreement shall govern each Order by any of Customer's Affiliates and Customer will be responsible for any Affiliate's purchases under this Agreement (including but not limited to an Affiliate's failure to make payment or other breach of this Agreement). Extreme may, in its sole discretion, reject an Order for failure to state the information required, or for failure to accurately reflect the commercial terms established by a Quote, Order, or Subscription Schedule.

5.3 **Changing or Modifying Orders**. If the parties wish to change or modify an existing Order, they shall execute a written statement that references the specific Order by date, purchase order number, or other identifier, and describes the requested changes (a "**Change Order**"). No changes to an Order shall become effective until both parties have mutually agreed upon and executed the Change Order.

5.4 **Cancellation.** Customer may cancel an Order without incurring a cancellation charge by written notice received by Extreme at any time at least ten (10) business days prior to the originally scheduled shipment date. Any other cancellation requested by Customer is subject to good faith discussions between Extreme and Customer, with the understanding that Customer may incur restocking/cancellation charges as a result of such cancellation.

5.5 **Postponing Shipment**. Customer may postpone a shipment date one time by written notice given at least five (5) business days prior to the scheduled shipment date, provided that the rescheduled date does not exceed the original date by more than thirty (30) days. Shipment dates may be rescheduled only by a Designated Representative of Customer.

5.6 **Delivery & Shipping.** Extreme will deliver Extreme Technology and Subscription to the Premises or other location designated by Customer on the applicable Subscription Schedule using a carrier of Extreme's choice. All shipments will be made ExWorks (Extreme's place of shipment), except (a) for shipments within the United States, shipping shall be FOB Destination (Extreme's place of shipment); (b) for shipments within member countries of the European Union, shipping shall be CIP Consignee; and (c)

for shipments to the rest of Europe, Canada and other international locations, all shipping terms are DDU Airport and all shipping described above are per Incoterms 2010. Customer shall identify mode of shipment and carrier in the accepted purchase order for ExWorks and FOB destination shipments. Extreme will select the mode of shipment and the carrier for CIP terms. Shipping dates are estimates only. If Extreme becomes aware that it will not be able to meet a delivery date, then: (i) it shall promptly notify Customer of the delay and its proposed solution and recovery plans, and (ii) shall expedite delivery of any such Extreme Technology, at its expense. Extreme may change or discontinue Extreme Technology at any time. A change in the Extreme Technology may occur after a Customer places an Order but before Extreme performs the Subscription. As a result, Extreme Technology Customer receives might display minor differences from the Extreme Technology ordered. However, the Extreme Technology will meet or exceed all material specifications of such Order.

5.7 **RMA Procedure.** Customer shall not return any Extreme Technology (including but not limited to replacement parts) without a return material authorization ("RMA") number issued by Extreme. In the event of a return due to a support or warranty issue, Extreme will make arrangements for shipping the Extreme Technology back to Extreme from the Premises or other location designated by the Customer using a carrier selected by Extreme. All returns as a result of termination by the Customer will be facilitated as outlined in section 3.5 of the Agreement. Customer shall prepare the Extreme Technology for return to Extreme using the original packaging (or other packaging reasonably suitable for the Extreme Technology and type of shipment) and include the Order number, approximate date on which the Extreme Technology was delivered to Customer, RMA information and any other information as Extreme may require. Customer shall adhere to any other written RMA instruction that Extreme may issue from time to time. Failure to follow the RMA procedure as outlined in this Section could result in additional fees due and payable by Customer to Extreme including without limitation, recurring monthly fees for the Subscription and amounts associated with missing, wrong or damaged Extreme Technology, any failure to package or prepare Extreme Technology for return to Extreme as provided in this Section, additional shipping costs and the for the cost of replacing or restoring Extreme Technology to good working order.

5.8 **Documentation**. Notwithstanding anything in the Documentation to the contrary, the Documentation shall be part of the Agreement only as to those parts that: (i) describe the features and functions of the Product, or (ii) are expressly incorporated in this Agreement, a Subscription Schedule or an Order.

5.9 **Order of Precedence of Documents**. In the event of a conflict between the documents that constitute the Agreement, the documents shall govern in the following order of precedence: (i) the Subscription Schedule, (ii) the Agreement (iii) the local implementation agreement for the Subscription provided outside the United States, (iv) applicable provisions in the Documentation, the Order.

6. PROGRAMS.

Subject to the terms of the Agreement, Customer may use the Program(s) subject to the provisions of the license agreement that accompanies the Extreme Technology or that is posted at www.Extremenetworks.com.

7. USE OF SUBSCRIPTION BY CUSTOMER

7.1 The Extreme Technology is personal property of Extreme and no title, equity, ownership or right (including any license right) in or to the Extreme Technology in whole or in part shall pass to Customer except as otherwise expressly provided by this Agreement. Customer agrees that it may not pass any right or interest in the Extreme Technology to a third party and Customer shall ensure it takes necessary steps to protect Extreme's rights under this Agreement such that the Extreme Technology cannot be construed as a fixture nor shall it become a fixture on the Premises or any other location. Customer will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on Extreme Technology or otherwise transfer any right or interest in the Extreme

technology to a third party. Further, Customer will immediately take all necessary action to remove any lien or encumbrance on the Extreme Technology (other than any lien or encumbrance in favor of or expressly approved by Extreme) arising in connection with the Subscription provided under this Agreement or any Subscription Schedule, and shall, at its sole expense, defend, indemnify and hold Extreme harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of Extreme's rights, title and interest in the Extreme Technology. Customer shall not remove or alter any asset tag affixed to Extreme Technology.

7.2 Customer will maintain the Premises and any other location where Extreme Technology may be located in a safe and secure manner, in accordance with recommended industry standards and conditions, and in a manner as required by the specifications accompanying the Extreme Technology and/or as may be advised by Extreme. Such requirements include but are not limited to ensuring use of the appropriate power requirements, data communications equipment, network and/or using cabling. Customer shall not remove or alter any asset tag affixed to Extreme Technology. Further, Customer will not, and will not permit others to, rearrange, disconnect, remove, relocate, attempt to repair, or otherwise tamper with any Subscription and/or Extreme Technology without the prior written consent of Extreme. If Customer wishes to relocate Extreme Technology, Customer shall provide thirty (30) day prior written notification to Extreme. Relocation may only occur within the country of original delivery.

7.3 Further, Customer will allow, or will secure permission, as applicable, for Extreme and its underlying suppliers, sub-contractors or agents to access Premises and/or Extreme Technology for the installation, maintenance, repair, replacement, relocation, inspection, monitoring, identification, or repossession of the Extreme Technology and performance of the Subscription from time to time as may be determined is necessary or desirable by Extreme. Extreme will use commercially reasonable efforts to notify Customer regarding timing and implementation of any replacement Extreme Technology (hardware or software) that will occur on the Premises. Customer shall notify Extreme promptly of any changes in Customer's hardware or software that may affect Subscription provided by Extreme.

7.4 Customer will provide Extreme with current and accurate information for Customer's Designated Representative and any other contact necessary for access to Customer's Premises.

7.5 Customer will provide Extreme and its authorized agents, sub-contractors, suppliers and agents with a safe place to work. Customer will comply with all laws and regulations regarding the working conditions on the Customer Premises and use of the Subscription. Extreme Technology may not be used for any purpose other than that for which it is provided to Customer under this Agreement. Extreme personnel who perform work related to the Subscription on Customer's premises will use reasonable efforts to comply with Customer's on-site security requirements. Customer may require any Extreme personnel to leave its premises for any reason or no reason in Customer's sole discretion, provided, however, that if Customer has not provided reasonable grounds for requiring the personnel to leave, then Extreme shall be relieved of its obligations under the Agreement to the extent it is delayed in performing them by reason of the removal.

7.6 At all times during the term of this Agreement, Customer will cooperate in all reasonable respects with Extreme (and its suppliers, sub-contractors and agents) to enable Extreme to provide the Subscription contemplated under this Agreement and any Subscription Schedule. Extreme's provision of the Subscription is conditional upon Customer's compliance with this Agreement. To the extent that Customer fails to cooperate with Extreme, provide access to the Extreme Technology or otherwise follow any reasonable instruction by Extreme, Extreme's ability to provide the Subscription(s) may be impacted and Extreme will have no liability for its delay and/or inability to provide the Subscription(s).

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7.7 Customer will bear risk of loss of such Extreme Technology while on Customer's Premises except to the extent the loss is caused by the act, omission or negligence of Extreme and/or its suppliers, agents and contractors.

7.8 Extreme, or an agent designated by Extreme, shall have the right to perform an audit of Customer's use of the Subscription during normal business hours. Customer agrees to cooperate with Extreme in such audit and to provide Extreme with all records reasonably related to Customer's use of the Subscription. The audit will be limited to verification of Customer's compliance with the provisions of this Agreement.

8. WARRANTY

8.1 Extreme warrants that the Subscription provided under any Subscription Schedule will substantially conform to the description of Subscription in the respective Subscription Schedule, and that the Subscription will be performed in a workmanlike manner. Extreme Technology and replacement parts used in repairing or servicing Extreme Technology may be new, equivalent-to-new, or reconditioned. The Extreme Technology provided under this Agreement will conform to the specifications in the Documentation shipped with the Extreme Technology. Extreme shall use commercially reasonable efforts to repair and/or replace Extreme Technology that does not conform to the specifications as provided herein within the normal manufacturing lead times.

8.2 This warranty does not apply to Subscription(s) and Extreme Technology (including without limitation replacement parts) which: (i) has been serviced, modified or altered, except as expressly authorized by Extreme; (ii) have not been installed, operated, exposed to conditions, repaired, or maintained in accordance with any installation, handling, maintenance or operation instructions supplied or specified by Extreme; (iii) have been subjected to unusual physical or electrical stress; or (iv) have been damaged as a result of accident, misuse, transporting, negligence, accident or relocation by Customer or a third party. Customer agrees that the use of any third party products, which have not been certified or are supported by Extreme may cause errors in the operation of the Subscription(s). Customer acknowledges that its use of any such third party products shall release Extreme from the performance of Extreme's respective obligations and Customer agrees to pay Extreme for any time and materials associated with Extreme diagnosing such issues at Extreme's hourly billing rate. Extreme may at its discretion provide additional support to resolve any such issues.

8.3 Customer's exclusive remedy for breach of this warranty is the correction of defective Subscription(s) by Extreme, or at Extreme's election, a refund of the most recent three (3) months of recurring Subscription charges attributable to the defective Subscription.

8.4 Extreme specifically disclaims any and all warranties and liability related to any security software. Customer acknowledges that security software does not guarantee the security of Customer's network, and that Customer is responsible for all other aspects of security, including without limitation, correct installation and setup of the security features of the software and all related requirements, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Customer's network, and a physically and electronically secure operating environment. Extreme further disclaims any and all warranties and liability related to any third party products not supplied by Extreme. EXTREME DOES NOT WARRANT THAT THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL FAILURES OR DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUBSCRIPTION(S) ARE PROVIDED "AS IS" AND NEITHER EXTREME OR ITS SUPPLIERS OR AGENTS MAKE ANY WARRANTIES WITH RESPECT TO THE SUBSCRIPTION(S) OR ANY EXTREME TECHNOLOGY SUPPLIED, MAINTAINED, OPERATED OR RECOMMENDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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9. SUPPORT, SECURITY AND NETWORK ACCESS

9.1 **Extreme's Access to Secure Information Systems and Data**. Customer will be solely responsible for the content of all information that Customer stores or transfers via the Subscription(s), for backing up and maintaining copies of all its data and for the removal of any confidential, proprietary, or personal information on Extreme Technology. Extreme is not responsible for managing Customer's network environment.

9.2 **Support**. "ExtremeWorks Next Business Day" is included with the Subscription delivered under this Agreement. Customer may upgrade to other levels of service available that may be available from time to time for an additional fee and subject to Extreme's terms and conditions applicable to such offer. A description of Extreme's current service offers and applicable terms and conditions can be found at https://learn.extremenetworks.com/rs/extreme/images/ExtremeWorks-Advanced-Hardware-Replacement-Services-SDD.pdf. For the avoidance of doubt, Extreme does not provide any kind of support for third party products not supplied by Extreme. Customer agrees that any warranty and/or support for such products shall be provided, if at all, by the manufacturer, distributor or reseller of such products.

10. CONFIDENTIALITY

10.1 The following information is "Confidential Information: (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement; any information related to a party's performance of, or failure to perform, this Agreement; and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, customers, vendors, contractors, Extremes and personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Customer, data center locations, data center designs (including non-graphic information observed at Customer's data center); but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, is or becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents, advisors, affiliates and representatives, and with respect to Extreme, its potential investors, each who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and, to the extent not prohibited by applicable law or regulation, the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Subscription, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information if reasonably necessary to use the Subscription, or to maintain reasonable and customary business records and (ii) the obligation to return or destroy does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of receiving party's information systems procedures, provided that except as otherwise permitted herein, receiving party shall make no further use of such copies. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

10.2 This Agreement shall not limit either party's present or future business activities or relationships of any nature, including business activities or relationships that may be competitive with those of the other party. Each party acknowledges that the other party and its affiliates are actively engaged in business activities, investment, technology exploitation, and research and development efforts that are or may be

similar to or coincident with the activities of the other party or its Confidential Information. Accordingly, each party further acknowledges that this Agreement shall in no way limit, restrict or preclude either party from assigning employees or pursuing any of its present or future business activities or interests, either alone or in conjunction with other parties, or from entering into any agreements or transaction with any other person or entity, regardless of whether such business activities and interests are competitive with any actual or proposed business activities and interests of the other party. The parties further agree that each may in the future develop or purchase products or services related to or similar to the subject matter of this Agreement.

The parties agree that monetary damages would not be a sufficient remedy for breach of this section and therefore agree that either party shall be entitled to seek injunctive and other specific relief. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 10 shall survive for two (2) years after expiration or termination of this Agreement.

11. INDEMNIFICATION

11.1 **General Indemnification.** Each party will defend the other, the other's Affiliates, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that party's gross negligence or intentional misconduct, and indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Subsection. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right to employ counsel at its own expense and participate in the defense.

11.2 **Intellectual Property Indemnification**. Extreme will defend Customer, and each of its respective directors, officers, agents, and employees (collectively, the "**Customer Indemnitee**"), against any unaffiliated third party claim that the Extreme Technology infringes the third party's United States or European Union patent, trademark, copyright, or valid trade secret (each, an "**IP Claim**"), and indemnify the Customer Indemnitee from all resulting losses, damages, costs, and expenses (including reasonable attorneys' fees) finally awarded to the third party by a court of competent jurisdiction (or an arbitration panel or other tribunal, as applicable) or pursuant to a settlement agreement (collectively referred to as "**Damages**") provided that Customer shall promptly notify Extreme in writing of the claim, provide Extreme sole control over the defense and/or settlement of such claim with Extreme's choice of counsel, and at Extreme's request and expense, provide full information and reasonable assistance to Extreme with respect to such claim. Notwithstanding the prior sentence, Customer's failure to give prompt notice of the claim shall not relieve Extreme of its obligations under this Section except to the extent such failure prejudices Extreme's defense of the matter. Extreme may settle, at its sole expense, any IP Claim for which Extreme is responsible under this Section. Extreme will not be obligated to defend or be liable in any manner for infringement to the extent arising out of: (a) required compliance with Customer-provided technology or specifications; (b) modification of Extreme Technology (except modifications provided by Extreme) or use of such Extreme Technology not in accordance with Specifications; (c) Customer's combination, operation or use of the Extreme Technology with hardware, software or other materials not provided by Extreme; (d) Customer's failure to use reasonable materials or instructions provided by Extreme which would have rendered the Extreme Technology non-infringing. The Customer Indemnitee reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any IP Claim. In addition to the foregoing, should any Extreme Technology become, or are likely to become, in Customer's reasonable opinion, the subject of such a claim, Extreme shall, at its expense either: (1) procure for Customer the right to make continued use thereof; or (2) replace or modify such with a non-infringing replacement or modification that is functionally equivalent or better than the replaced Extreme Technology; provided, however, that if Extreme is unable through the use of commercially reasonable efforts to do either, then Extreme may request return of the Extreme Technology, and, upon receipt thereof; no further monthly recurring fees for the Subscription(s) will be

due and payable by Customer for that part of the Subscription that includes the infringing Extreme Technology and shipping costs associated with returning the infringing Extreme Technology.

11.3 The foregoing provisions of this Section state the entire liability and obligations of Extreme and the exclusive remedy of Customer with respect to any actual or alleged infringement of any intellectual property right by the Extreme Technology, or any part thereof.

12. LIMITATION OF LIABILITY

12.1 NEITHER EXTREME NOR ANY OF ITS PERMITTED ASSIGNEES (NOR THEIR EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EXTREME OR ANY OF ITS ASSIGNEES (OR THEIR EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

12.2 EXTREME'S AND ITS ASSIGNEE'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE SUBSCRIPTION SCHEDULE WHERE THE CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM.

12.3 NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF.

13. INSURANCE.

Without limiting Extreme's indemnification obligations above or other obligations under this Agreement, Customer shall obtain and maintain liability insurance and insurance against loss or damage to all Extreme Technology including, without limitation, loss by fire (including extended coverage), theft and such other risks of loss as are customarily insured against on that type of Extreme Technology. Such insurance shall be in such amounts, in such form and with such insurers as are acceptable to Extreme, and shall contain a requirement that no material modification or cancellation of coverage may occur unless thirty (30) days prior written notice thereof has been provided to Extreme. Customer shall cause its insurer to name Extreme as loss payees and additional insured, and within fifteen (15) days after Extreme's request, Customer shall cause its insurer to provide to Extreme a certificate evidencing such coverage.

14. RELATIONSHIP OF THE PARTIES

Each party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the parties. Although the parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as expressly specified in this Agreement.

15. MISCELLANEOUS

15.1 **High-Risk Disclaimer.** The Subscription provided under this Agreement are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the products, software, or services could lead directly to death, personal injury, or severe physical or property damage

(collectively, "High-Risk Activities"). Extreme expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

15.2 **Export Compliance.** Customer acknowledges that the Subscription provided under this Agreement, which may include technology and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or the Extreme Technology is located, and may also be subject to the customs and export laws and regulations of the country in which the Subscription is rendered or received. Customer agrees to abide by those laws and regulations. Extreme's acceptance of any Order for Subscription(s) is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government; Extreme is not liable for delays or failure to deliver the Subscription resulting from failure to obtain such license or certification. Each Party agrees to indemnify, defend and hold the other harmless from any third-party claims, demands, or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations or orders.

15.3 **Excluded Data**. Customer acknowledges that any software and/or the Subscription provided under this Agreement are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law or regulation (examples include but are not limited to the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Act, and hereinafter may be collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing and ensuring its data that will be provided to Extreme (or to which Extreme will have access) does not contain Excluded Data.

15.4 **U.S. Government Restricted Rights.** The software and documentation provided with the Subscription are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

15.5 **Assignment.** Customer may not assign this Agreement without Extreme's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns. Extreme may at any time without notice to Customer assign or transfer all or part of any interest in this Agreement or any Subscription Schedule. In such events, all the provisions of this Agreement or any Subscription Schedule hereunder for the benefit of Extreme shall inure to the benefit of and be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Extreme's obligations to the Customer. Extreme may direct that all payments due and to become due under this Agreement or any Subscription Schedule hereunder and assigned by Extreme shall be paid directly to assignee, upon notice of such assignment to Customer. The right of the assignee to the payment of the assigned payments, the performance of all of Customer's obligations and to exercise any other of Extreme's rights hereunder shall be absolute and unconditional and not be subject to any defense, right of cancellation or termination, counterclaim or set–off which the Customer may have or assert against Extreme, and the Customer hereby agrees that it will not assert any such defenses, rights of cancellation or termination, set–offs, counterclaims and claims against the assignee. No such assignment by Extreme shall relieve Extreme of its obligations or limit or otherwise affect the Customer's rights and/or obligations hereunder.

15.6 **Non-Waiver.** The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy.

Specifically, but without limitation, Customer's payment of fees is not a waiver of any claims for breach of this Agreement.

15.7 **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

15.8 **Notices.** Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Order, and copied to:

To Customer:
[insert contact name & address]

To Extreme:
Extreme Networks, Inc.
Attn: Office of the General Counsel
6480 Via del Oro
San Jose, CA 95119

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

15.9 **Force Majeure.** Extreme will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Customer's Premises, suppliers, fire, vandalism, cable cut, power outage, Customer's third party contractors, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties (each, a "*Force Majeure*").

15.10 **Controlling Law, Venue, Costs of Suit, and Waiver of Jury Trial.** With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of New York (exclusive of its conflict of law principles) govern this Agreement, including all matters of construction, validity and performance. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) OF ANY TYPE IN WHICH IT IS A PARTY AS TO ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXECUTED IN CONNECTION HEREWITH.

15.10.1 All disputes arising out of or in connection with this Agreement and/or any Order issued hereunder to any Extreme entity other than Extreme-US shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. The place of arbitration shall be London. The arbitral tribunal shall conduct the proceedings and all awards shall be rendered in the English language. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

15.11 **Dispute Resolution**. The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement by negotiation between authorized representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement; provided that Customer shall remain obligated to timely make any and all payments during such negotiations. If the dispute has not been resolved by negotiation as provided herein within fifteen (15) days after the commencement thereof, Customer agrees that Extreme or its assignee may, but shall have no obligation to, compel the Customer to participate in a mediation

Agreement No. _____

under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, Extreme or its assignee will select a mediator from the CPR Panels of Distinguished Neutrals, who shall apply the law of the State of New York, without reference to its conflict of law, to the merits of any dispute or claim. The mediator shall not be permitted to award any punitive, consequential or other special damages under any circumstances. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Notwithstanding anything to the contrary, neither party shall be required to pursue the procedures described in this Section prior to filing a request of injunctive or other equitable relief. If the dispute has not been resolved by mediation as provided herein within thirty (30) days of the initiation of such procedure, this Agreement does not preclude either party from initiating litigation; provided, however, that Extreme or its assignee may initiate litigation at any time if Extreme or its assignee has elected to participate in a mediation procedure and Customer has failed to participate. Notwithstanding the foregoing, nothing herein shall 1) prohibit Extreme from initiating any action against Customer in any federal or state court in New York at any time, including without limitation without first seeking mediation or 2) prohibit either party from participating in any court-mandated mediation, arbitration or other alternative dispute resolution, as the case may be.

15.12 **Publicity**. Neither party may issue any press release or other publicity regarding the subject matter of this Agreement without the other party's prior written consent.

15.13 **Trademarks**. Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "**Trademark**") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

15.14 **Intellectual Property**. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Subscription, as well as the methods by which the Subscription is performed and the processes that make up the Subscription, shall belong solely and exclusively to Extreme or the applicable suppliers or licensors, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Subscription is protected pursuant to intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Subscription, in whole or in part.

15.15 **Designated Representative**. Each party shall appoint a Designated Representative(s) Each party shall notify the other of their appointed Designated Representative(s) and their respective contact information as may be modified from time to time via notification to the other.

15.16 **Compliance with Laws**. Each party shall comply with all applicable governmental law, statutes, ordinances, administrative orders, rules, authorizations and regulations, including without limitation, those related to the export of technical materials. Customer will not use the Subscription or allow the Subscription to be used (i) for any unlawful purpose; or (ii) in violation of any relevant government law, statues, ordinance, administrative order, rules or regulation or authorization.

15.17 **Translations**. This Agreement is in English and the English language shall be controlling in all respects. Any other version in any other language shall be for accommodation only and shall not be binding upon the parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. In the event of any discrepancy or inconsistency between different language versions of the Agreement (and all associated documents or correspondence concerning this Agreement), the English language version shall prevail.

15.18 **Counterparts**. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

Agreement No. _____

15.19 **Entire Agreement**. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL.

Each party warrants and represents that its respective signatories, whose signatures appear below, have been and are on the date of signature duly authorized to execute this Agreement.

Customer	Extreme Networks, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Extreme Networks Ireland Limited.

By: _____

Name: _____

Title: _____

Date: _____

Agreement No. _____

EXHIBIT A

SUBSCRIPTION SCHEDULE
SCHEDULE NUMBER __

Customer Billing Address:

Designated Representative Name, Address, Telephone Number, E-mail Address and other applicable contact information

Other applicable Contact Name(s) and Telephone No(s).:

Premise Address (if different from Customer Address):

Shipping Address (if different from the Premise Address):

Subscription Price:

Recurring Subscription Charge - $_____/month, billable monthly in advance.

Subscription:

During the term of this Subscription Schedule, Extreme shall perform the Subscription in accordance with the terms and conditions of this Subscription Schedule and at the prices set forth herein. The Subscription encompasses the following:

1. **[Insert brief description of the equipment-based services (capacity, e.g.) and attach exhibits as needed.]**
2. **[Describe support and maintenance terms including pricing]**

Term of Subscription Schedule

This Subscription Schedule shall commence on the Effective Date and continue until the date it is terminated pursuant to the Agreement.

Agreement No. _____

SUBSCRIPTION SCHEDULE
(CON'T)

Other Terms Applicable to this Subscription Schedule:

Estimated Shipping and Delivery Date: **[Refer to quote if appropriate]**

By signing this Subscription Schedule, Extreme and Customer agree that the provisions of the Network Subscription Agreement (the "Agreement") executed by the parties and the exhibits attached to this Subscription Schedule apply to this Subscription Schedule and are incorporated by this reference. To the extent that this Subscription Schedule is inconsistent with the Agreement, the terms of this Subscription Schedule shall prevail.

Customer	Extreme Networks, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Extreme Networks Ireland Limited [Include if applicable]

By: _____

Name: _____

Title: _____

Date: _____

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NASPO ValuePoint

PARTICIPATING ADDENDUM

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**

Master Agreement #: AR3230

Contractor: **Extreme Networks, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Extreme Networks, Inc., are collectively referred to herein as the "Parties."

2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.

3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

   This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

   In the event of conflict, the following order of priority governs:

   a) This Participating Addendum and all Amendments;

   b) Exhibit A: Additional Special Contract Conditions;

   c) Exhibit B: Special Contract Conditions;

   d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;

   e) Attachment B: Scope Awarded to Contractor

   f) Attachment C: Pricing Discounts and Value-Added Services

   g) An Order issued against the ACS;

   h) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;

   i) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

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4. **Term of the Participating Addendum:**

   a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.

   b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. **Product and Service Offering:** The Contractor is authorized to provide the Products listed below:

   - Networking
   - Routers, Switches, Security, and Storage Networking
   - Wireless
   - Value Added Services are permitted under this PA to the extent they do not overlap with services offered through a state term contract. If the service(s) are offered through a state term contract, agency customers are obligated use the state term contract(s) to purchase the service(s).

6. **Master Price Agreement Number:** All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3230

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	**Michael Swierk**
Address:	**6480 Via Del Oro San Jose CA 95119**
Telephone:	**603-952-6909**
Email:	**mswierk@extremenetworks.com**

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State of Florida

Name:	**Joy Geller**
Address:	**4050 Esplanade Way, Tallahassee Florida 32399**
Telephone:	**850-410-0978**
Email:	**joy.geller@dms.fl.gov**

8. Participating State or Entity Terms and Conditions

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

[____] No changes to the terms and conditions of the Master Agreement are required.

[_X_] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
State of Florida	**Extreme Networks, Inc.**
By: DocuSigned by: 2EEF8C7BA0D34CA...	By: DocuSigned by: Pete Doolittle 23987154AD564E8...
Name: Jonathan R. Satter	Name: Pete Doolittle
Title: Secretary	Title: Senior Vice President, Sales
Date: 8/7/2020 | 2:43 PM EDT	Date: 8/4/2020 | 3:23 PM EDT

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

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ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.

B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 4322000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS including all Exhibits.

C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

E. Product and Service Offerings: The Contractor is authorized to provide Products as referenced in Section 5 of the Participating Addendum (PA). Any Product Offerings not listed are not approved.

F. Hours of Work: The Contractor will provide services and support during the States normal working hours. Normal working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

G. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

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H. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.

I. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.

J. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

   a. EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

   b. PO Flip via AN
   The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

   For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

   The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

K. Product Installation & Invoicing: Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

L. Contract Reporting: The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

c. Contract Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 15th.

Quarter 2 - (October-December) – due January 15th.

Quarter 3 - (January-March) – due April 15th.

Quarter 4 - (April-June) – due July 15th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report will include all sales (orders) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

d. MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

M. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

N. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15th calendar day after close of a quarter.	100%	Quarterly	$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15th calendar day after close of the period.	100%	Monthly	$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

These consequences of non-performance shall not be considered penalties.

O. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

a. Program compliance
b. Program trending review
c. Savings report: Hard dollar and soft dollar
d. Spend report
e. Subcontractor and contingent staff performance
f. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and PA termination.

P. Resellers/Partners: The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of E-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com

Q. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

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If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

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4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers,

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subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

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6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will

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be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.
All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Not applicable.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any

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determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the

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service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

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8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

In connection with Contractor's professional services, deliverables are provided on a licensed basis, as set forth in Attachment A.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department.

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Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of

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any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within

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five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

ATTACHEMENT A
Professional Services IP Terms

This attachment provides terms regarding intellectual property rights when providing

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professional services to Customer.

Definitions:

“Deliverables” means any reports, analyses, scrips, templates, software or other work products, tangible or intangible, to be delivered by Extreme to Customer as set forth in the SOW.
“Intellectual Property Rights: means all worldwide intellectual property rights including copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
“Party” means Contractor or Customer individually.

1. Grant of License Rights in the Deliverables. Contractor grants Customer a nonexclusive and nontransferable license to use the Deliverables specified in the Agreement (in object code if any software is provided) for Customer’s own internal use. This license grant does not include the right to sublicense and is nontransferable. For Deliverables that are to be used with an Extreme subscription license and/or subscription service, the term of this license is revocable, and shall be for the same duration as the applicable subscription license/service (not perpetual) that Customer has purchased, and shall expire at the end of the subscription license/service. For Deliverables that are not intended for use with a subscription license or subscription service, this license is irrevocable (except in case of breach of the Agreement) and perpetual.

2. This license confers no title or ownership in the Deliverables and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded, printed, or otherwise provided/transmitted. All copyrights and other Intellectual Property Rights existing prior to the date of performing the Services shall belong to the Party that owned such rights immediately prior to the date of performance of Services. Neither Party shall gain by virtue of these terms any rights of ownership, patents, trade secrets, trademarks or any other Intellectual Property Rights owned by the other Party. Contractor shall own all copyright, patent, trade secrets, trademarks and other Intellectual Property Rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by Contractor in performing the Service hereunder.

3. This license does not apply to any other Contractor products or items licensed or otherwise provided, under a separate agreement. Notwithstanding anything herein to the contrary, open source software is licensed to the Customer under that open source software’s own applicable license terms.

For Full Extreme Price list
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/data_communications_products_and_services/pricing

Product	Service Product Type	Service Part #	Quoted Unit Price	Contract Unit Price
AP505i-FCC	EW TAC '& OS AP505i-FCC	97000-AP505i-FCC	$7.50	$22.00
GUEST-IOT-MNGR ONBOARDING	EW SOFTWARE SUPPORT	97003-S22173	$505.50	$633.56
XCC VT Appliance - V5 Activation Key	EW SOFTWARE SUPPORT XCC-	97003-XCC-ACT-V5-VT	$324.00	$432.00
WS-AP3935i-FCC	EW NBD AHR 31012	97004-31012	$51.00	$59.84
WS-AP3915i-FCC	EW NBD AHR 31028	97004-31028	$33.00	$38.72
WS-AP3917e-FCC	EW NBD AHR 31055	97004-31055	$66.00	$77.44
AP505i-FCC	EW NBD AHR AP505i-FCC	97004-AP505i-FCC	$63.00	$73.92
ERS 3526T PWR+ NO PC	EW NBD AHR H34013	97004-H34013	$22.88	$40.48
ERS3626GTS-PWR+ NO POWER	EW NBD AHR H34020	97004-H34020	$39.75	$46.64
ERS4926GTS-PWR+ NO POWER	EW NBD AHR H34066	97004-H34066	$126.75	$148.72
ERS4950GTS-PWR+ NO POWER	EW NBD AHR H34070	97004-H34070	$126.75	$148.72
7254XSQ 24 10G,4 40G PRT, NO	EW NBD AHR H35449	97004-H35449	$1,031.25	$1,210.00
VSP 7254XSQ F2B - AC PSU NO PC	EW 4HR AHR H34078	97007-H34078	$2,433.00	$2,854.72
ONA 1101GT	EW 4HR AHR H34128	97007-H34128	$186.75	$219.12
VSP4450GSX-PWR+ NO PC	EW 4HR AHR H34131	97007-H34131	$423.00	$496.32
VSP 7400-48Y-8C-AC-F	EW 4HR AHR H35313	97007-H35313	$2,293.50	$2,691.04
XIQ NAC SW Sub for 1K devices EW	XIQ NAC SW Sub for 1K devices	XIQ-NAC-S-1K-EW	$2,100.00	$2,170.00
XIQ Navigator SaaS, EW SaaS Support	XIQ Navigator SaaS, EW SaaS	XIQ-NAV-S-C-EW	$17.50	$31.00
XIQ Pilot SaaS, EW SaaS Support	XIQ Pilot SaaS, EW SaaS Support	XIQ-PIL-S-C-EW	$12.66	$93.00

Subcontractor/Dealer/Reseller Information Form

Contract Name: Data Communications Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Extreme Networks, Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press* ***Ctrl + Q*** *to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Carousel Industries of North America, Inc.	www.carouselindustries.com	Lauren Testa	ltesta@carouselindustries.com	401-583-4465		659 South County Trail	Exeter	RI	02822		Statewide	7/13/2020
CDW Government LLC	www.cdwg.com	Anup Sreedharan	anusree@cdw.com	312-705-1873	51873	120 S Riverside Plaza	Chicago	IL	60606		Statewide	7/13/2020
Computers At Work!, Inc.	www.vtechio.com	Chris McDaniel	chris.mcdaniel@vtechio.com	727-200-0549		2338 Immokalee Rd. #151	Naples	FL	34110		Statewide	7/13/2020
Hayes e-Government Resources, Inc.	http://www.hcs.net/	Melanie Vialpando	mvialpando@hcs.net	850-297-0551		2473 Care Dr	Tallahassee	FL	32308-9814		Statewide	7/14/2021
Modcomp, Inc. dba CSPi Technology Solutions	www.cspitechsolutions.com	Christina Luis	christina.luis@cspi.comm	954-571-4664		1182 East Newport Center Drive	Deerfield Beach	FL	33442		Statewide	2/4/2020
Norston Communications Inc. dba Blackbox	www.agcnetworks.com	Billy Redden	billy.redden@blackbox.com	904-716-9481		7970 Bayberry Rd, Suite 5	Jacksonville	FL	32256		Statewide	6/3/2021
PC Solutions & Integration, Inc.	www.pcsusa.net	Natasha Rolle	sales@pcsusa.net	305-667-0633		4937 SW 75th, Avenue	Miami	FL	33155		Statewide	7/13/2020
Safari Micro Inc.	www.safarimicro.com	John Lannon	john.lannon@safarimicro.com	727-331-2263		2454 N. McMullen Booth Rd. Suite 700	Clearwater	FL	33759		Statewide	7/13/2020
Safari Micro Inc.	www.safarimicro.com	Matt Fretwell	matt.fretwell@safarimicro.com	480-278-1303		2185 W. Pecos Rd. Suite 9	Chandler	AZ	85224		Statewide	7/13/2020
STEP CG, LLC	www.stepcg.com	Danny Poindexter	dpoindexter@stepcg.com	513-795-6000	3109	50 E. RiverCenter Blvd. #900	Covington	KY	41011		Statewide	7/13/2020

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Approve donation of $21,300 from the State and Justice Forfeiture Funds to the following non-profit agencies:

Connect to Greatness, Inc. ($3,800)
Seven Hillz Production Foundation ($1,000)
GDBC Entrepreneurship Institute ($3,000)
Scholar Career Coaching ($2,000)
Boynton Beach Little League ($2,000)
The Bill Tome Foundation for Kids & Families ($7,500)
National Coalition of 100 Black Women South PBCC, Inc. ($2,000)

Explanation of Request:
BBPD remains committed to positively influencing juveniles within the community through financial assistance, mentorship opportunities, or employment programs, all of which this donation helps to fund.

These donations fulfill both our legal obligation under Florida State Statute 932 and the strategic intent of our department mission.

The Statute states: if the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education, prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet the normal operating expenses of the law enforcement agency.

This donation fulfills both BBPD's legal obligation under Florida State Statute 932 and the strategic intent of the department's mission as the funds will be used for crime prevention through coaching, mentoring, promoting growth personally, socially, and academically.

How will this affect city programs or services?
The donations will have a positive impact in helping the respective organizations achieve their goals of enriching the lives of disadvantage adolescents in our community.

The Boynton Beach Police Department remains committed to building public trust and partnerships in the community. These organizations have been true leaders within the community and will always be viewed as an asset to the Boynton Beach Police Department.

Fiscal Impact:
The donations should be drawn from 2 of the department's Law Enforcement Trust Fund accounts:

1) Account 691-5000-590-04-25 in the amount of $18,200. The current account balance is: $258,991.29.

2) Account 691-5000-590-04-22 in the amount of $3,100. The current account balance is: $50,862.44.

Alternatives: Not Approving.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Approve minutes from the September 22, 2022 City Commission Meeting and Second Budget Hearing, and October 4, 2022 City Commission Meeting.

Explanation of Request:
The City Commission met on September 22, 2022, and October 4, 2022 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services?
A record of the actions taken by the City Commission will be maintained as a permanent record.

Fiscal Impact: There is no fiscal impact to the budget from this item.

Alternatives:
Approve, amend and approve, or do not approve the minutes.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Minutes	Commission Meeting Minutes 09-22-2022
🗋	Minutes	Commission Meeting Minutes 10-04-2022

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Thursday, September 22, 2022, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin
Commissioner Aimee Kelley

James Stables, Interim City Manager
Mike Cirullo, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:03 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. Commissioner Turkin was attending online. A quorum was present.

Invocation by Pastor Bob Bender, Christ Fellowship Church

Invocation was given by Pastor Bob Bender.

Pledge of Allegiance to the Flag led by Vice Mayor Angela Cruz

Vice Mayor Cruz led the Pledge of Allegiance to the Flag.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga noted that staff requested removal of Item 7C. He removed Item 3B and noted that the proclamation was issued yesterday, since the recipient could not attend the City Commission Meeting. He added Item 3C - Hispanic Heritage Month Proclamation.

Commissioner Kelley added a discussion about the zoning and future use of the City-owned property within The Meadows to New Business.

Commissioner Turkin asked about the process to propose a proclamation. Mayor Penserga explained the proclamation process.

1. Adoption

Motion

Vice Mayor Cruz moved to approve the agenda, as amended. Commissioner Turkin seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Kelley had no disclosures. She stated that she attended the 9/11 ceremony and thanked staff for organizing it.

Commissioner Turkin had no disclosures.

Vice Mayor Cruz had no disclosures. She noted that she met with School Board Member Erika Whitfield about improving schools.

Commissioner Hay had no disclosures.

Mayor Penserga stated that he attended 9/11 event and thanked staff. He said that he also attended the community meeting at The Meadows and thanked the community for that meeting. He recognized City staff for their work and spoke about a few recent projects.

B. Conduct Second Public Budget Hearing for FY 2022/2023 Final Millage and Tentative Annual Operating Budget.

Proposed Resolution No. R22-126 - Adopt the FINAL millage rate for the General Fund for Fiscal Year 2022-2023.

Mara Frederiksen, Director of Financial Services, noted that there are no changes from first reading. She reiterated what the millage rate decrease is and the changes to the operational cost on the budget.

Public Comment:

Cindy Falco DiCorrado said that she wants the resolutions broken down in plain English and spoke about taxes being unconstitutional.

Ernest Mignoli, 710 NE 7th Street, Unit 407, said that he received his taxes for the end of the year, and he said that his taxes went up $500. He stated that it does not matter what is discussed, it is already on the tax bill.

Virtual comments:

Rebecca Harvey was called upon, but she did not respond online.

Mayor Penserga closed the public comments.

Motion

Commissioner Hay moved to approve Resolution No. R22-126. Commissioner Kelley seconded the motion. The motion passed unanimously.

Proposed Resolution No. R22-127 - Adopt the FINAL Budget for the General Fund and all other funds for Fiscal Year 2022-2023.

Motion

Commissioner Kelley moved to approve Resolution No. R22-127. Commissioner Turkin seconded the motion. The motion passed unanimously.

C. Proposed Resolution No. R22-116 - Adopt the annual canal services special assessment rate for FY 2022-23 per the "Preliminary Assessment Resolution No. R22-098". Pursuant to the provisions of Ordinance No. 21-011, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. (Tabled at the September 8, 2022 City Commission Meeting)

Motion

Commissioner Hay moved to remove Resolution No. R22-116 from the table. Commissioner Kelley seconded the motion. The motion passed unanimously.

Mayor Penserga read the resolution into the record.

Commissioner Turkin asked for a follow up from City Attorney and staff.

Michael Cirullo, City Attorney, stated that the County's positions is the same, they stated that they are not responsible for these canals. He said that the proposal is to continue with the special assessment, so that they can continue to spray the canals.

Andrew Mack, Assistant City Manager, agreed with City Attorney Cirullo and stated that they reached out to additional people to try to get an appeal and they are working on that.

Mayor Penserga asked about long-term solutions.

Mr. Mack stated that they will be doing a storm water study within the Chapel Hill, and they are looking at the cost of improving the culvert.

Commissioner Turkin stated that he wants the City to take the steps necessary to treat the canal.

Public Comment:

Gary Fishman, 3504 Diane Drive, stated that he hopes this is a conclusion. He spoke about the canal and the culvert, and how he approached a few State Departments to get proper classification for the canals. He said that they told him the canals are public and not private. He commented on the culvert not working and how it is too low. He mentioned that they hope the City can spray the canal and figure out if they are private or public.

Ernest Mignoli stated that he lives on a problematic canal and there will be a pipe coming out near his terrace. He said that the canals are being polluted by the City because they are approving development on the canals.

Virtual Comments: None

Jim Stables, Interim City Manager, read three public comments into the record from: Janick de Fabrique, William Cunningham III, and Nancy and Joe Barbalaco.

Commissioner Turkin asked staff for a monthly update and stated that he looks forward to the Chapel Hill study.

Motion

Commissioner Turkin moved to approve Resolution No. R22-116. Commissioner Kelley seconded the motion. The motion passed 4-1, with Vice Mayor Cruz dissenting.

3. Announcements, Community and Special Events And Presentations

A. Proclaim the month of September as Deaf Awareness Month. Proclamation will be accepted by Lance Fischer, President of South Florida Deaf Senior Citizens, Inc.

Mayor Penserga read the proclamation into the record.

Mr. Lance Fisher accepted the proclamation and took photos with the Mayor. Through the interpreter, Mr. Fisher stated that he is honored to receive the proclamation on behalf of deaf residents in the City. He said that it is important because it brings awareness to the social isolation that the deaf and hard-of-hearing go through. He spoke on his history as a deaf person, and some of the frustrations that they go through. He thanked the Commission for the proclamation.

B. Proclaim the week of September 17-23, 2022 as Constitution Week. Marjorie

Ferrer of the Daughters of the American Revolution will accept the proclamation.

This was removed from the agenda, proclamation was issued September 21, 2022.

C. Proclaim September 15 – October 15 Hispanic Heritage Month

Vice Mayor Cruz read the proclamation into the record. The proclamation was accepted by Alejandra Garrido from the Hispanic Vote.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Susan Oyer announced that longtime resident Shirley Casa passed away yesterday, and she gave condolences.

Cindy Falco DiCorrado said that she never got a proclamation for Heterosexual Month and felt left out. She stated that there has never been an American Heritage Month. She spoke about SWA assessment on top of what she was taxed. She said that she wants to know why the meetings are on Thursdays and not Tuesdays. She also spoke about the audience being yelled at from the dais when there are differences.

Victor Norfus, 225 NE 6th Avenue, stated that there was an ordinance in 1924 regarding segregation in the City of Boynton Beach. He said that he wrote a book with black historical locations that should have been placed on the "trail," but has not. He spoke about creating a park called Unity Park, and asked for it to be named after Reverend Butler, and said that he was one of the people that incorporated the City. He gave a history of the Butler family.

Tyrone Harvey, 608 SW 3rd Avenue, stated that they have been having flooding in his area every time it rains. He spoke about the issues on the streets and that nobody is doing anything about it.

Evangeline Ward, 1518 N. Seacrest Boulevard, spoke about speed bumps they talked about last meeting, especially on 3rd and 4th Streets, by the elementary school. She said that nothing has been done yet in regards to the bumps, and that it should be done since it has been budgeted. She spoke about equality for everyone.

Christy Ward stated that their words fall on deaf ears. She spoke about the speed bumps for District II. She said that Juneteenth was put together by the community leaders, not the City.

Ernest Mignoli stated that he lives in a problematic complex and City. He said that the City has turned off everyone in the City and nobody comes anymore. He spoke about the SJ Case, and how it has just disappeared, and that the City has gotten away with everything.

Virtual Speakers: None.

Commissioner Turkin asked if Mr. Mario Guzman can connect with Ms. Ward about the speed bumps.

5. Administrative

A. Approve the request of Commissioner Hay to distribute $2,000.00 of his Community Support Funds to Pathways to Prosperity.

Motion

Commissioner Hay moved to approve distributing $2,000.00 of his Community Support Funds to Pathways to Prosperity. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Approve the request of Commissioner Hay to distribute $2,000.00 of his Community Support Funds to the Boynton Beach Bulldogs Football team.

Motion

Commissioner Hay moved to approve distributing $2,000.00 of his Community Support Funds to the Boynton Beach Bulldogs Football Team. Commissioner Turkin seconded the motion. The motion passed unanimously.

C. Approve the request of Commissioner Kelley to distribute $700.00 of her Community Support Funds to the Bill Tome Foundation.

D. Approve the request of Commissioner Kelley to distribute $400.00 of her Community Support Funds to each of the 7 Palm Beach County Elementary Schools within in the City of Boynton Beach.

Motion

Commissioner Kelley moved to approve Item 3C and 3D. Commissioner Hay seconded the motion. The motion passed unanimously.

E. Approve the request of Vice Mayor Cruz to distribute $1,000.00 of her Community Support Funds to the American Cancer Society.

F. Approve the request of Vice Mayor Cruz to distribute $1,500.00 of her Community Support Funds to Heart of Boynton Community Association Toy Drive in collaboration with Sergeant Diehl.

G. Approve the request of Vice Mayor Cruz to distribute $500.00 of her Community Support Funds to the Boynton Beach Bulldogs.

H. Approve the request of Vice Mayor Cruz to distribute $500.00 of her Community Support Funds to Boynton Beach High School.

I. Approve the request of Vice Mayor Cruz to distribute $500.00 of her Community Support Funds to Congress Middle School.

J. Approve the request of Vice Mayor Cruz to distribute $1,000.00 of her Community Support Funds to the Volen Center.

Motion

Vice Mayor Cruz moved to approve Items 3E, 3F, 3G, 3H, 3I, and 3J. Commissioner Kelley seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R22-128 - Ratification by the City Commission of the Boynton Beach Community Redevelopment Agency (CRA) annual budget for fiscal year 2022-2023.

B. Approve and authorize the sole source purchase of equipment and services for Axon Interview from Axon Enterprises, Inc in the amount of $62,256.74.

C. Legal Expenses - July 2022 - Information at the request of the City Commission. No action required.

D. Proposed Resolution No. R22-129 - Approve and ratify the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Association Police Officers and Detectives and the City.

Proposed Resolution No. R22-130 - Approve and ratify the Collective Bargaining Agreement between the Palm Beach County Police Benevolent Association Police Sergeants and the City

E. Proposed Resolution No. R22-131 - Approve and authorize the Mayor to sign subrecipient agreements for the Community Development Block Grant (CDBG), FY2022 One Year Annual Action Plan, as adopted in resolution R22-100.

F. Proposed Resolution No. R22-132 - Authorize the Interim City Manager to implement proposed changes in purchasing thresholds pursuant to Chapter 10 of the City's Administrative Policy Manual.

G. Accept the written report to the Commission for purchases over $10,000 for the month of August 2022.

H. Proposed Resolution No. R22-133 - Authorize the Interim City Manager to sign an agreement with Public Consulting Group for assistance with the Florida EMS Certified Public Expenditure Program via a piggyback agreement with Palm Beach County

I. Proposed Resolution No. R22-134 - Approve and authorize the Mayor to sign a grant application to the Florida Department of Environmental Protection for a Resilient Florida Infrastructure Grant for the Coquina Cove Drainage Improvements project with a 52% City cost share of $1,634,213.

J. Proposed Resolution No. R22-135 - Authorize the Mayor to sign the application and agreement for Library State Aid to Public Libraries Grant for FY 2022-2023.

K. Proposed Resolution No. R22-136 - Authorize the Interim City Manager to sign the grant agreement between the City of Boynton Beach and the State of Florida Department of Environmental protection for the Boynton Beach Eco Park project.

L. Approve minutes from the September 8, 2022 City Commission Meeting.

Commissioner Kelley pulled Item 6K.

Motion:

Commissioner Hay moved to approve the consent agenda, as amended. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Mayor Penserga read Resolution No. R22-136 by title.

Commissioner Kelley pulled this to congratulate staff and asked for an update on it.

Mr. Mario Guzman, Director of Public Works, gave a history of this project, where they are at right now with the project, and their timeline for finishing the project.

Mayor Penserga stated that this is going to be beautiful, and it is over 60 acres, and will remain as a passive park.

Motion

Vice Mayor Cruz moved to approve Resolution No. R22-136. Commissioner Hay

seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Approve the task order with Jacobs Engineering Group in the amount of $173,934.00 for Professional Hydrogeological Services for Testing and Evaluation of the East and West Wellfields.

B. Approve 12% contingency in the amount of $138,703.80 for the Harvey E Oyer, Jr Park Marina Boat Ramp Improvement Project. The total approved project bid is $1,155,865. With the Contingency the total approved project budget will be $1,294,568.80.

C. Proposed Resolution No. R22-137 - Award of Bid No. PWE22-035 for "Ezell Hester Jr. Park Improvement - PH 1A" and authorize the Interim City Manager to sign a Construction Contract and issue a Purchase Order to the lowest responsive and responsible bidder, CSR Heavy Construction, Inc., of Deerfield Beach, Florida, in the amount of $3,639,358.00 plus a 10%contingency amount of $363,935.80, for a total estimated amount of $4,003,293.80.

D. Approve additional landscape services for Utilities Stormwater Ponds and Lift Stations with Blue Marlin Investments, Inc. dba Cayco Landscaping in the amount of $240,000.00 in accordance with the approved one-year extension to Bid No. 034-2821-18/IT.

Item 7C was removed from the agenda by staff.

Commissioner Turkin pulled Item 7B and asked if the fish cleaning stations are included in the project.

Public Works Director, Mario Guzman confirmed fish cleaning stations are included.

Motion:

Vice Mayor Cruz moved to approve the Consent Bids and Purchases over $100,000, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

Mr. Guzman addressed Item 7B and confirmed they are getting three fish stations.

Motion

Commissioner Turkin moved to approve 7B. Commissioner Hay seconded the motion. The motion passed unanimously.

8. Public Hearing

6 p.m. or as soon thereafter as the agenda permits.
The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Resolution No. R22-115 - Declare the City owned vacant property (0.1 acres) located at SE 21st Avenue, PCN #08-43-45-33-03-000-0122, as surplus and direct staff on desired disposition process to follow.

Mayor Penserga read the resolution into the record.

City Attorney Cirullo read the process into the record. He stated that the City has received a letter of intent from the neighbor.

Assistant City Manager Mack stated that they are glad that this is going back to the public and will be back on the tax roll.

Kristin Barr, from Ward Damon, stated that the neighbor would like to purchase the property.

Mayor Penserga clarified what the approval is for.

City Attorney Cirullo said that it is to approve the surplus and it will come back to the City Commission to approve the sale transaction.

Motion

Vice Mayor Cruz moved to approve Resolution No. R22-115. Commissioner Hay seconded the motion. The motion passed unanimously.

9. City Manager's Report- None

Jim Stables, Interim City Manager, thanked the Commission for trusting him and Staff for their hard work. He read a goodbye letter into the record.

Mayor Penserga and the Commissioners wished Mr. Stables a Happy Birthday and thanked him for his service.

10. Unfinished Business

A. Proposed Resolution No. R22-140 - Approve revision to Community Support Funds Policy to allow for equitable spending of the members of the City Commission on a pro-rata basis.

Ms. Frederiksen explained the revision that they are making tonight, which are the way the

funds are allocated. She stated that it will be available on a monthly basis instead of being able to be spent all at once.

Mayor Penserga asked for clarification on the amount for each month.

Ms. Frederiksen said it is a $500 accrual per month.

Commissioner Kelley stated that she likes that it is being broken apart so that it is not spent by an outgoing Commissioner.

Commissioner Turkin agreed with Commissioner Kelley and likes the quarterly idea.

Vice Mayor Cruz said that she is fine with it.

Mayor Penserga stated that his concern is that they could only do $500 a month and how his ability is limited to allocate funding.

A discussion ensued about the revision.

Interim City Manager Stables stated that staff can create a policy about how money is spent.

Mayor Penserga asked the staff to come back with options.

11. New Business

A. Proposed Resolution No. R22-138 - Calling for a General City Election to be held on Tuesday, March 14, 2023, for the purpose of electing two (2) City Commissioners; calling for a General City Run-off election to be held on Tuesday, March 28, 2023, if necessary.

City Attorney Cirullo stated that announcing the election is required by the charter.

Public Comments: None.

Motion

Vice Mayor Cruz moved to approve Resolution No. R22-138. Commissioner Hay seconded the motion. The motion passed unanimously.

Assistant City Manager Mack stated that there is a gentleman who wanted to speak during Item 5F. He wanted to thank the Commission for their donations. Consensus was reached to permit the speaker to say a few words.

Willie Akins thanked Vice Mayor Cruz for funds to support the toy drive.

B. Proposed Resolution No. R22-139- Appoint Daniel Dugger as City Manager and approve Appointment Agreement.

Mayor Penserga read the resolution by title and opened the floor to public comment.

Cindy Falco DiCorrado stated that she hopes he does right by the City. She said that she believes he is capable.

The Commissioners and Mayor Penserga congratulated Dan Dugger and welcomed him as City Manager.

Commissioner Turkin spoke on accountability from Mr. Dugger.

Motion

Commissioner Turkin moved to appoint Dan Dugger and approve his appointment agreement, approving Resolution No. R22-139. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

Dan Dugger, City Manager, thanked the community for the opportunity. He said that this is his home and that he will keep the City's best interest at heart. He offered his condolences to Shirley Casa. He thanked the Commission for the confidence in him. He thanked Mr. Stables for being a mentor, and all of Staff. He announced that tomorrow will be his last day as a Law Enforcement Officer, after 23 years.

C. Zoning and Future Use of The Meadows

Commissioner Kelley stated that he has heard from many residents from The Meadows about an unsolicited LOI that was received and has since been withdrawn. She stated that she would like to protect this land so that it can stay as green space. She asked for the explanation of the PUD zoning.

Adam Temple, Director of Development Services, explained the zoning and the history of the Park Master Plan approvals. He further explained how these properties were zoned to what they are now.

Commissioner Kelley asked if they changed the zoning, would it be more protected.

Mr. Temple responded yes, it would provide more protection, and provided an example.

There was discussion regarding the process and what would best protect this property as green space and direction to give staff. Consensus was reached to permit staff to be able to do more research and come back with recommendations.

Commissioner Turkin stated that there was discussion during strategy planning about green space, spot zoning, and height regulations and said that we need to be mindful of these things.

City Attorney Cirullo stated that he will work on the restrictive covenant for this property.

12. Legal

A. Discuss the draft Local Rules & Procedures for Commission Meetings.

Mayor Penserga stated that this is an item he requested, so that there is clarity on the procedure of the meeting. He spoke about needing clarification regarding the procedures for different items. He stated that he would like to give staff direction.

Commissioner Hay asked about Section 3D and whether additional proclamations over the 3 outlined would be done outside the meeting or at the next meeting.

There was discussion regarding proclamations.

Commissioner Hay asked about Section 2I and having two readings, and public input being at the 2nd meeting.

City Attorney Cirullo explained ordinances and their requirements.

Mayor Penserga suggested that the presentation should be at 2nd reading with the ability for public comment.

Commissioner Hay stated that physical absence and voting should be addressed.

There was discussion regarding physical quorums and being able to vote.

Commissioner Hay addressed Section 7E3 and speakers not being able to go over one hour during public audience.

There was consensus to not limit the timeframe for public audience. There was discussion regarding limiting the public comment for agenda items, and limiting the time of the meeting to not go later than 11:00 P.M.

Commissioner Kelley asked why the meetings were changed to Thursday.

Mr. Stables explained why they were moved to Thursday.

There was consensus on capping the meeting time at 11:00 P.M.

There was discussion regarding virtual comments and public comment cards.

Vice Mayor Cruz stated that she does not support virtual public comment cards, and Commissioner Turkin agreed.

Mayor Penserga said that there is consensus that they do not want to lessen the voice of the residents, and that he thinks it is easier to just type an email.

There was more discussion regarding public comment cards. Consensus was reached to find out from different municipalities about virtual comments, and who uses public comment cards. There was discussion regarding 4C.

City Attorney Cirullo recommended that the sentence be changed to clarify what Agenda Approval means. He spoke about 5K "Add-On" Agenda Items.

A discussion ensued about "Add-On" agenda items. There was a discussion about the process for proclamations.

Commissioner Turkin requested proclamations for November to recognize both Veterans and Patriots Month.

Assistant City Manager Matos noted that there is a calendar of previous proclamations and designations that can be sent to the City Commission to be more proactive. A discussion ensued about approving standing annual proclamations.

Public Comment:

Steven Grant congratulated Mr. Dugger. He stated that comment cards will make life easier, and that the virtual platform has been going for over 2 years, and that they should continue it. He said that proclamations are beneficial, and they could use citations for personal recognitions.

Cindy Falco DiCorrado spoke about the speaker cards creating controversy.

Susan Oyer stated that this should be called guidelines, not rules. She spoke about being able to speak during every opportunity; adding things during Commission Meetings; proclamations; and cutting down speaking to 5 minutes, not 10 minutes.

Barbara Ready stated that she is not in favor of the comment cards. She said that it seemed to work for people to email in comments.

Sandra Watson spoke about the comment cards.

Harry Woodworth spoke about the comment cards and proclamations.

Virtual Comments:

Christy Ward spoke about the comment cards.

Courtlandt McQuire said that more features and protocols will lead to longer meetings. He also congratulated Mr. Dugger.

13. Future Agenda Items

A. Consider an LDR amendment to add a requirement for a minimum commercial area percentage to mixed use developments, requested by Vice Mayor Cruz -To be scheduled for Commission agenda once it has gone to the Planning & Development Board in September 2022.

B. Discussion on Advisory Boards providing a report to the City Commission, requested by Commissioner Kelley. - October 4, 2022

C. Discussion and direction on Tenant Notice and Bill of Rights Ordinance. - October 4, 2022

D. Discussion of draft height regulations. - October 18, 2022

E. Report on the status of infrastructure within the City, requested by Mayor Penserga. - October 18, 2022

F. Additional homestead for low income seniors, requested by Mayor Penserga. - October 18, 2022

G. Draft Ordinance on Civility & Decorum. - October 18, 2022

H. Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - January 2023.

14. Adjournment

Motion

Commissioner Kelley moved to adjourn the meeting. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 9:24 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, October 4, 2022, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger City Manager
Mike Cirullo, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:01 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. A quorum was present.

Invocation by Pastor Amalie Ash, First Presbyterian Church

Invocation was given by Pastor Ash.

Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay

Commissioner Hay led the Pledge of Allegiance to the Flag.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga stated that this evening is the beginning of Yom Kippur, and it is not appropriate to conduct business on this high holy holiday.

Commissioner Hay stated that he has no problem rescheduling this meeting. He said that at the beginning of the year, these dates should be on the calendar first and then work our Commission Meeting around those dates.

There was discussion and consensus to move the items to the next City Commission Meeting on October 18, 2022.

Motion

Vice Mayor Cruz moved to move the items to the October 18th Commission Meeting. Commissioner Hay seconded the motion. The motion passed unanimously.

Public Comment:

Susan Oyer wished everyone a Happy Yom Kippur, but said that they have not moved a meeting before for this reason and that nobody on the Commission is Jewish. She stated that we should not give up our meeting, because it is the wrong precedence to set.

Karen Ho stated that she owns several properties in Boynton Beach. She asked how she could submit her information to the Commissioners to get an issue resolved.

Cindy Falco DiCorrado stated that it is a high holy day, not a holiday. She said that it is a small agenda and we are already here so we should continue the meeting. She commented that the City needs to communicate better with residents.

Ernest Mignoli stated that he cannot find information on the website for anything. He said that the City is discriminating against everyone. He commented that most of the City is catholic, and everyone is against them.

There were no Virtual Public Comments.

2. Adoption

2. Other

A. Informational items by the Members of the City Commission.

Item was postponed to the October 18, 2022 Commission Meeting.

3. Announcements, Community and Special Events And Presentations

A. Proclaim October 15 as White Cane Safety Day. The proclamation will be accepted by John Crossley, Vice President of the National Federation of the Blind (Palm Beach Chapter).

Item was postponed to the October 18, 2022 Commission Meeting.

B. Proclaim the month of October as National Breast Cancer Awareness Month. The proclamation will be accepted by Lindsay Bennett, Senior Development Manager for the American Cancer Society.

Item was postponed to the October 18, 2022 Commission Meeting.

C. Announcement regarding the Recreation & Parks Department 2022 Fall Festival, Saturday October 15th, from 3:00 P.M. to 6:00 P.M.

Item was postponed to the October 18, 2022 Commission Meeting.

D. Announcement by Rebecca Harvey, Sustainability & Resilience Administrator about the City of Boynton Beach's tree planting event on November 5 in partnership with Community Greening and the St. George's Society of Palm Beach.

Item was postponed to the October 18, 2022 Commission Meeting.

4. Public Audience

Individual Speakers Will Be Limited To 3 Minute Presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. Administrative-None

6. Consent Agenda

A. Approve the one-year extension for RFPs/Bids and/ or piggybacks for the procurement of services and/or commodities as described in the written report for October 4, 2022 - "Request for Extensions and/or Piggybacks Under $100,000."

B. Approve the purchase of Extreme Networks maintenance, and licensing from STEPcg of Covington, KY in the amount of $48,841.95, utilizing the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS. The State of Florida Alternate Contract complies with the City of Boynton Beach's competitive bid requirements.

C. Proposed Resolution No. R22-141 Authorize City Manager to sign piggy-back agreement utilizing the City of Boca Raton invitation to bid (ITB)# 2022-007 with Partnership Landscaping, LLC for landscape maintenance services at the cemetery and mausoleum for an estimated annual cost of $74,200.00 for the extent of the contract. The City of Boca Raton's procurement process satisfies the City's competitive bid requirements.

Items were postponed to the October 18, 2022 Commission Meeting.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R22-142 - Authorize the City Manager to sign an Agreement and Business Associate Agreement with CareATC of Tulsa, OK to provide services required to manage an employee health care clinic, not to exceed $780,000 per fiscal year.

B. Proposed Resolution No. R22-143 - Approve the renewal of property, casualty, and workers' compensation insurance coverage through Florida Municipal Trust (FMIT) and authorize City Manager to sign all required documents for the term of the policy: October 1, 2022 through September 30, 2023.

Items were postponed to the October 18, 2022 Commission Meeting.

8. Public Hearing- None

6 p.m. or as soon thereafter as the agenda permits.
The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

9. City Manager's Report- None

10. Unfinished Business- None

11. New Business

A. Commission discussion on Advisory Boards reporting to the City Commission, requested by Commissioner Kelley.

Item was postponed to the October 18, 2022 Commission Meeting.

B. Proposed Resolution No. R22-144- Approve and ratify the appointment of Adam Temple as Assistant City Manager - Development Services, pursuant to City Code of Ordinances, Chapter 2, Article II, Section 2-30(b).

Item was postponed to the October 18, 2022 Commission Meeting.

12. Legal- None

A. Proposed Ordinance No. 22-017- First Reading. Tenant Notice and Bill of Rights Ordinance.

Item was postponed to the October 18, 2022 Commission Meeting.

13. Future Agenda Items

A. Consider an LDR amendment to add a requirement for a minimum commercial area percentage to mixed use developments, requested by Vice Mayor Cruz -To be scheduled for Commission agenda once it has gone to the Planning & Development Board in September 2022.

B. Discussion of draft height regulations. - October 18, 2022

C. Report on the status of infrastructure within the City, requested by Mayor Penserga - October 18, 2022

D. Additional homestead for low income seniors, requested by Mayor Penserga - October 18, 2022

E. Draft Ordinance on Civility & Decorum - October 18, 2022

F. Following discussion on September 22, 2022, City Staff to provide options to Commission for revising the Community Support Funds policy. - October 18, 2022

G. Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - January 2023.

H. H. Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - TBD

14. Adjournment

Commissioner Turkin thanked City staff for their quick efforts during and after the storm. He said that it gave him a lot of confidence that if something were to come this way, we would be prepared to the best of our ability.

Commissioner Hay concurred with Commissioner Turkin and he said he is happy to see City staff continuing to respond to the needs of the City.

Motion

Commissioner Kelley moved to adjourn the meeting. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 6:26 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____

Maylee De Jesús, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for October 18, 2022 - "Request for Extensions and/or Piggybacks."

Explanation of Request:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Mae Volen Senior Center, Inc.	Senior Center Transportation Services	Two-Party Agreement	October 1, 2022 - September 31, 2023	Annual Estimated Expenditure $110,000
Iron Containers, LLC	Metal Container Roll-Offs	City of Boynton Beach Bid No. 035-2510-18/IT	October 17, 2022 - October 16, 2023	Annual Estimated Expenditure $150,000
Martin Fence Co.; Alpha Fence	New Fencing, Repairs, and Gate Operators	City of Boynton Beach Bid No. 001-2511-20/EM	November 5, 2022 - November 4, 2023	Annual Estimated Expenditure $250,000

How will this affect city programs or services?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact:
Funds have been budgeted under line items as noted on the attached report.

Alternatives: Not approve renewals and require new solicitations to be issued.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Attachment	Bid Extensions and Piggy-Backs Over $100,000
🗋	Attachment	Two-Party Agreement Renewal - Mae Volen Senior Center, Inc. 2022-2023
🗋	Attachment	Renewal Interest Letter -Iron Container, LLC - 2022-2023
🗋	Attachment	Renewal Interest Letter - Alpha Fence - 2022-2023
🗋	Attachment	Renewal Interest Letter - Martin Fence Co. - 2022-2023

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
OCTOBER 18, 2022

REQUESTING DEPARTMENT: ***Recreation***
DEPARTMENT CONTACT: ***Kacy Young***
TERM: ***October 1, 2022 to September 30, 2023***
SOURCE FOR PURCHASE: ***Two-Party Agreement with Mae Volen Senior Center, Inc.***
ACCOUNT NUMBER: ***001-1211-512-49-17***
VENDOR(S): ***MAE VOLEN SENIOR CENTER, INC***
ANNUAL ESTIMATE: ***$110,000***

DESCRIPTION:
The Mae Volen Senior Center provides transportation services for the City of Boynton Beach senior residents four (4) times daily, Monday through Friday. The program follows routes and destinations as established by the City. Mae Volen Senior Center provides all staff, vehicles, and insurance. Approve the renewal for the one-year term October 1, 2022 through September 30, 2023.

REQUESTING DEPARTMENT: ***Public Works – Solid Waste***
DEPARTMENT CONTACT: ***Adrianna Greco-Arencibia***
TERM: ***October 17, 2022 – October 16, 2023***
SOURCE FOR PURCHASE: ***COBB Bid No. 035-2510-18/IT***
ACCOUNT NUMBER: ***431-2515-534.52-74***
VENDOR(S): ***IRON CONTAINERS, LLC***
ANNUAL ESTIMATE: ***$150,000***

DESCRIPTION:
On October 16, 2018 City Commission awarded Bid No 035-2510-18/IT Metal Containers and Roll Offs to Iron Container of Miami, FL for the purpose to purchase metal containers, lids, and roll-offs to be used throughout the City of Boynton Beach for commercial and/or multi-residential accounts for the purpose of refuse collection. On October 19, 2021, City Commission approved the vendor's request for a price increase of approximately 35% with the agreement that the vendor will adjust for decreases as the cost of steel decrease. Approve the renewal for the term October 17, 2022 to October 16, 2023.

REQUESTING DEPARTMENT: ***Public Works – Facilities Maintenance***
DEPARTMENT CONTACT: ***Adrianna Greco-Arencibia***
TERM: ***November 5, 2022 – November 4, 2023***
SOURCE FOR PURCHASE: ***COBB Bid No. 001-2511-20/EM***
ACCOUNT NUMBER: ***001-2511-519.49-17 (Facilities); 001-2730-572.46-98 (Parks & Grounds)***
VENDOR(S): ***MARTIN FENCE; ALPHA FENCE***
ANNUAL ESTIMATE: ***$250,000***

DESCRIPTION:
On November 5, 2019 City Commission awarded Bid No 001-2511-20/EM New Fencing, Repairs, and Gate Operators. Award was based on the lowest, most responsive, responsible bidder(s). Martin Fence and Alpha Fence both met all specifications to the bid and requirements and is utilized on an as-needed basis. The initial contract term was awarded for two (2) years with three (3) additional one-year renewal periods. This will be the 2nd renewal term of the contract. Approve the renewal for the term November 5, 2022 to November 4, 2023.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 29, 2022

The Mae Volen Senior Center, Inc.
Attn: Elizabeth Lugo, President/CEO
1515 West Palmetto Park Road
Boca Raton, FL 33486

VIA EMAIL TRANSMITTAL TO: lugoe@volencenter.com

RE.: TRANSPORTATION SERVICES

CURRENT AGREEMENT TERM: ***OCTOBER 1, 2021 – SEPTEMBER 30, 2022***

Dear Ms. Lugo:

The current Agreement term for "TRANSPORTATION SERVICES" expires September 30, 2022.

The agreement between the City and The Mae Volen Senior Center, Inc. allows the option to extend the agreement for continuous services. The City of Boynton Beach would like to extend the agreement from October 1, 2022 to September 30, 2023 with the same level of services rendered by The Mae Volen Senior Center, Inc. during the 2021-2022 budget year.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 29, 2022

RE: TRANSPORATION SERVICES

Agreement between the City of Boynton Beach and **The Mae Volen Senior Center, Inc.**

AGREEMENT RENEWAL TERM: ***OCTOBER 1, 2022 – SEPTEMBER 30, 2023***

✓ Yes, I agree to renew the existing agreement under the same level of services rendered by The Mae Volen Senior Center, Inc. during the 2021-2022 budget year.

_____ No, I do not wish to renew the Agreement for the following reason(s) _____

_____

_____

MAE VOLEN SENIOR CENTER, INC.
NAME OF COMPANY

Elizabeth Lugo
SIGNATURE

ELIZABETH LUGO
NAME OF REPRESENTATIVE
(please print)

PRESIDENT | CEO
TITLE

8/30/2022
DATE

561-395-8920 ext 208 or 216
(AREA CODE) TELEPHONE NUMBER

Lugoe@volencenter.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 20, 2022

BID: METAL CONTAINERS AND ROLL-OFFS

BID No.: 035-2510-18/IT

Agreement between the City of Boynton Beach and **IRON CONTAINERS, LLC.**

AGREEMENT RENEWAL TERM: ***OCTOBER 17, 2022 – OCTOBER 16, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

IRON CONTAINERS, LLC
NAME OF COMPANY

SIGNATURE

JULIAN CHARLES
NAME OF REPRESENTATIVE
(please print)

VICE PRESIDENT
TITLE

9/29/2022
DATE

(305) 726-2150
(AREA CODE) TELEPHONE NUMBER

jcharles@ironcontainer.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Alpha Fence
Attn: Nicholas J. Doup
555 West Ocean Avenue
Boynton Beach, FL 33426

VIA EMAIL TRANSMITTAL TO: admin@alph-fence.com

BID.: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: No. 001-2511-20/EM

CURRENT BID TERM: *NOVEMBER 5, 2021 – NOVEMBER 4, 2022*

Dear Mr. Doup:

The current bid term for "NEW FENCING, REPAIRS, AND GATE OPERATORS" expires November 4, 2022.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 2nd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and ALPHA FENCE.

AGREEMENT RENEWAL TERM: ***NOVEMBER 5, 2022 – NOVEMBER 4, 2023***

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

ALPHA FENCE
NAME OF COMPANY

NDoup
SIGNATURE

Nicholas Doup
NAME OF REPRESENTATIVE
(please print)

Owner
TITLE

9/29/22
DATE

561-738-9964
(AREA CODE) TELEPHONE NUMBER

admin@alpha-fence.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and Martin Fence Co.

AGREEMENT RENEWAL TERM: ***NOVEMBER 5, 2022 – NOVEMBER 4, 2023***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

MARTIN FENCE CO.

NAME OF COMPANY

SIGNATURE

ROBERT L. GREENE

NAME OF REPRESENTATIVE (please print)

PRESIDENT

TITLE

9-17-2022

DATE

561 848 7688

(AREA CODE) TELEPHONE NUMBER

RGREENE@MARTINFENCE.COM

E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Martin Fence Co.
Attn: Robert L. Greene, President
862 13th Street
Lake Park, FL 33403

VIA EMAIL TRANSMITTAL TO: rgreene@martinfence.com

BID.: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: No. 001-2511-20/EM

CURRENT BID TERM: *NOVEMBER 5, 2021 – NOVEMBER 4, 2022*

Dear Mr. Greene:

The current bid term for "NEW FENCING, REPAIRS, AND GATE OPERATORS" expires November 4, 2022.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 2nd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Approve Amendment No.1 to Task Order UT-2C-03 with CDM Smith Inc. the amount of $320,940.00 for updating the Stormwater Master Plan (SWMP) for the City's Downtown Watershed in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope C awarded by City Commission on August 7, 2018 and renewed on August 20, 2022 .

Explanation of Request: Boynton Beach Utilities is utilizing the General Consulting Services Contract (RFQ No. 046-2821-17/TP) to support Utilities Capital Improvement Projects (CIP) prioritization for the Downtown Watershed, which is generally east of I-95, south of the Boynton Canal (C-16 Canal), east to the Intracoastal Waterway, and extending south of Ocean Avenue. The project area includes the Downtown Stormwater Pond and the Heart of Boynton areas. CDM Smith, Inc. will provide an update of the stormwater Master Plan (SWMP), stormwater hydraulic modeling, analysis of alternatives, permitting support, and training of City staff to use the stormwater modeling software for future simulations. The update of the SWMP for the City's Downtown Watershed will provide guidance for planning of future stormwater improvements in the area.

South Florida receives 62 inches of rainfall per year on average, compared to the U.S. average of 39 inches. The increased frequency and intensity of storm events can result in increased street flooding from rain events. Seasonal King tides, high tide events, and impacts of sea level rise have increased the flooding potential. Standing water due to flooding can also lead to roadway deterioration, causing further accessibility problems for the residents, businesses and visitors.

As part of this task order, CDM Smith will convert the existing SWMM5 model to the latest version of the Interconnected Channel and Pond Routing Stormwater Model Version 4 (ICPR4). The ICPR4 model is widely used for engineering stormwater calculations, and ICPR4 will be the standard stormwater hydraulic modeling software for the Utilities and Public Works Departments.

The original Task Order and proposed amended fee for this Task Order are as follows:

Original Task Order fee:	$99,960.00
Amendment No. 1:	$320,940.00
For a total Task Order fee of:	$420,900.00

How will this affect city programs or services?
The project will address stormwater management in the Downtown Watershed east of I-95 and will provide guidance for the planning of future stormwater improvement projects throughout the area to improve the City's Level of Service (LOS) to residents and businesses.

Fiscal Impact:
Funding is available in the Utilities accounts 403-5000-536-31.90 US2302 and 403-5000-538-65.09 STM.

Alternatives: Do not approve the requested Amendment No. 1.

Strategic Plan: High Performing Organization, Public Health and Safety , Environmental Sustainability

Strategic Plan Application: The stormwater modeling update and CIP prioritization will allow utilities to be better prepared for future projects and maintaining stormwater drainage in the downtown area and do it is an efficient and sustainable way.

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Letter	Transmittal Letter
🗋	Change Order	Proposal
🗋	Location Map	Area Map
🗋	Contract	CDM Renewal 2022-2023

CDM Smith
621 NW 53rd Street Suite 265
Boca Raton, Florida 33487
tel.: 561-571-3757

September 29, 2022 (Sent Via Email)

Poonam Kalkat
Utilities Director
City of Boynton Beach
124 E Woolbright Road
Boynton Beach, Florida 33435

Subject: Downtown Stormwater Modeling Evaluation
Task Order No. UT-2C-03

Dear Mrs. Kalkat:

CDM Smith is pleased to transmit the attached proposal for the Downtown Stormwater Modeling Evaluation project. Should you have any questions or comments regarding the attached, please feel free to call me. We appreciate the opportunity to serve the City of Boynton Beach on this important assignment.

Sincerely,

Yanice Mercado, P.E., P.M.P.
Principal
CDM Smith Inc.

cc: Suzanne Mechler

TASK ORDER NO. UT-2C-03 (FINAL 09.29.2022)

DOWNTOWN STORMWATER MODELING EVALUATION

CITY OF BOYNTON BEACH

CONTRACT NO.: 046-2821-17/TP – GENERAL CONSULTING SERVICES

SCOPE CATEGORY "C"

This Task Order (TO), when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (CONSULTANT), dated August 20, 2018, hereafter referred to as the Agreement.

BACKGROUND

In June 2020, The CONSULTANT completed the Downtown Watershed Stormwater Model Update Report (2020 Report) for the CITY. The purpose of the 2020 Report was to provide guidance for the planning of future stormwater improvements in the Downtown Watershed to improve Level of Service (LOS) for flood control and water quality improvement. **Figure 1** presents a map of the Downtown Watershed. It should be noted that the Environmental Protection Agency's Stormwater Management Model Version 5 (SWMM5) was the tool used to develop the recommendations presented in the 2020 Report.

In support of the development community, the CITY requested that the EPASWMM Version 5 stormwater models be migrated to the latest version (currently 4.07.08) of the Interconnected Channel and Pond Routing Stormwater Model Version 4 (ICPR4). The development community is more versed in using ICPR4 compared to SWMM5, and therefore, the CITY hopes this migration will help streamline its review of development and re-development plans against the findings presented in the 2020 Report. Following the model migration, the CITY has requested that the CONSULTANT perform the following evaluations:

- Updating the Downtown Watershed basin model to include proposed developments submitted after the 2020 Report.
- Assess the feasibility of additional infrastructure such as surface and/or groundwater storage projects and use of recharge wells.
- Obtaining input from the South Florida Water Management District (SFWMD) on the permit requirements for recommended improvements.
- Provide the CITY with peak discharge rates by hydrologic unit in the study area for the existing (2022) modeled stormwater management system.
- Estimate the additional capacity (storage, treatment, and conveyance) of the stormwater management system 49.7-acre tributary area to the Downtown Stormwater Pond (ERP 50-04166-P).

SCOPE OF WORK

The following is a description of the CONSULTANT services to be provided under this Task Order (TO):

Task 1.0 - Stormwater Model Conversion to ICPR4

The CONSULTANT will convert the stormwater model associated with the 2020 Report from SWMM5 to ICPR4 as defined in the subtasks below:

Subtask 1.1 Hydrologic Model Conversion

The Horton equation was used to estimate stormwater infiltration from rainfall in the SWMM5 model. For this TO, the Green-Ampt (GA) infiltration method will be used to distinguish rainfall infiltration from runoff in the hydrologic evaluations performed using ICPR4 as selected by the CITY. The GA parameters will be developed under this Subtask using the same land use, soils, and hydrologic unit boundaries used for the 2020 Report. The new hydrologic parameters will be added to the ICPR4 model data sets developed for this TO. The percent impervious estimates to be used in the ICPR4 model will be based on the values from the SWMM5 hydrology.

Subtask 1.2 Hydraulic Model Conversion

The hydraulic elements developed for the SWMM5 models used to develop the 2020 Report will be migrated to the ICPR4 data set using manual input and/or digital tools when appropriate (e.g., Microsoft EXCEL). Elements will include stormwater pipes, channels, weirs, infiltration systems (trenches, wells), storage areas (depression areas, ponds, etc.), and pump stations.

Subtask 1.3 Stormwater Model Comparison

Using the ICPR4 stormwater model for the Downtown Watershed, the CONSULTANT will simulate the following design storm events:

- 10-Year/72-Hour – 10.7 inches of rainfall
- 25-Year/72-Hour – 13.5 inches of rainfall
- 100-Year/72-Hour – 18.4 inches of rainfall

The South Florida Water Management District (SFWMD) rainfall distribution will be used for these 3 design storm events. A summary table of predicted peak stages will be developed and compared to the resultant peak stages estimated by SWMM5 in the 2020 Report. The ICPR4 model input parameters may be adjusted until they reasonably match the results presented in the 2020 Report (+/- 0.5-foot).

Task 2.0 - Existing Conditions Stormwater Model Updates

The CONSULTANT will update the ICPR4 model data developed under Task 1 to include the stormwater infrastructure associated with the following proposed/ongoing developments identified by the CITY, as shown in **Attachment 1**, and including the following:

1. Ocean One
2. Broadstone
3. CRA Project – NE 1st Avenue
4. 500 Ocean
5. The Village at East Ocean
6. Town Square
7. Future project – Federal Highway/SE 2nd Ave./SE 4th St.

8. Cottage District
9. Ocean Breeze East
10. Wells Landing North and South

Updates will include refinement of up to 25 hydrologic unit boundaries, changes in land use intensity, proposed stormwater infrastructure, and available geotechnical information influencing the infiltration rates of the proposed development.

Task 3.0 – Stormwater Model Simulations
Using the updated ICPR4 stormwater model, the CONSULTANT will simulate the following design storm events under 2022 land use conditions using the SFWMD rainfall distribution:

- 10-Year/72-Hour – 10.7 inches of rainfall
- 25-Year/72-Hour – 13.5 inches of rainfall
- 100-Year/72-Hour – 18.4 inches of rainfall

It should be noted that the total rainfall volumes listed above will be confirmed with the CITY prior to completing the stormwater model simulations. If a different rainfall volume is preferred by the CITY, the CONSULTANT will replace the listed rainfall volume for a given design storm event with the rainfall volume preferred by the CITY. The CONSULTANT will use the model results to develop the following tables for each design storm event:

- Summary table of peak runoff rates from each hydrologic unit in the study area.
- Summary table of peak water surface elevations predicted for each modeled node.
- Summary table of peak flows predicted for each modeled conduit.

The summary table of peak water surface elevations for each model node will be used to estimate the Level-of-Service (LOS) for the CITY's existing stormwater management system following the same methodology used in the 2020 Report.

Task 4.0 – Alternatives Model Simulation and Analysis
Under this task, the CONSULTANT will simulate and analyze 4 alternative scenarios, as mutually agreed upon with the CITY, and as defined below. Alternatives will consider the proposed developments identified under Task 2. The alternative model simulations will be performed using the 100-Year, 25-Year, and 10-Year/ 72-hour design storm events. An 11" by 17" plan view map will be developed for each alternative using GIS tools to show the general locations of the proposed alternatives.

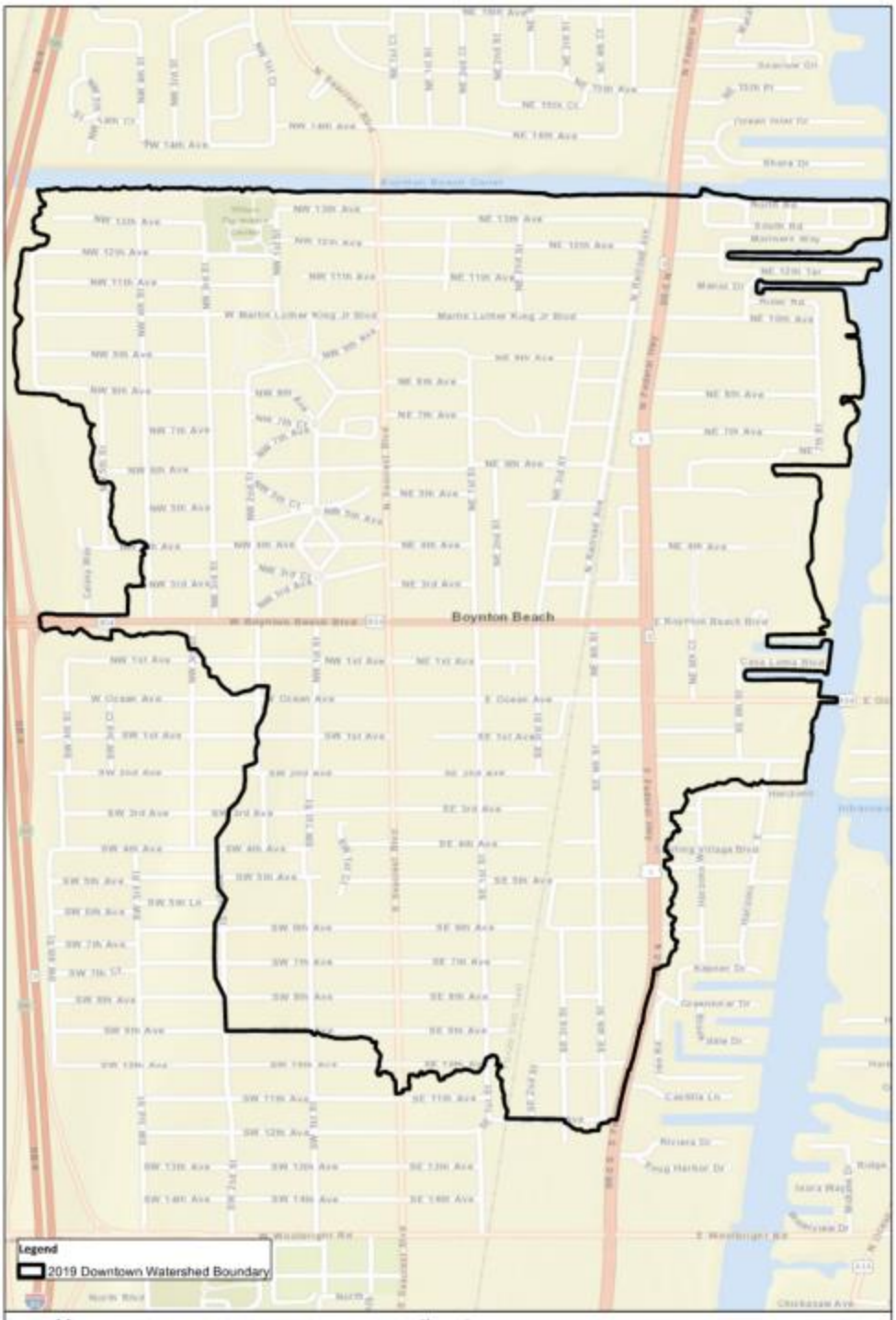


Figure 1

Downtown Watershed Stormwater Model Update
City of Boynton Beach, Florida

Subtask 4.1 Alternative 1 – Expansion of the Existing Downtown Stormwater Pond
The CONSULTANT will assess the current capacity and viability of expanded treatment and/or attenuation in the Downtown Treatment Pond, including removal of sediment build-up estimated by Others. This alternative will include the following considerations:

- Simulating the peak rate and volumetric loadings to the Downtown Stormwater Pond using the updated Existing Condition Model from Task 1 and the updated redevelopment model from Task 3.
- Assessing the simulated volumetric and flow rate contribution to the Downtown treatment pond and comparing to permitted volumetric capacity.
- Estimating the permanent pool residence time.
- Consideration of the current sedimentation in the pond and its removal using the results from bathymetric survey (survey to be performed by Others).
- Discussing results, with the CITY and the SFWMD, regarding the possibility of a permit modification for an increase in the contributing area and increase in density within the existing contributing area.

The CONSULTANT will incorporate the recommended improvements to the Downtown Stormwater Pond into the ICPR4 model for Alternative 1. The resultant peak stages predicted by ICPR4 will be summarized in a table.

Subtask 4.2 Alternative 2 – Potential Stormwater Pond Sites
The CONSULTANT will review potential pond sites previously presented to the CITY to determine if they are viable for future consideration along with other green space visible from the most recent aerial photography made available by the CITY. For those sites deemed viable for stormwater facilities, the CONSULTANT will incorporate those sites (up to 3 locations) into the ICPR4 model for Alternative 2. The resultant peak stages predicted by ICPR4 will be summarized in a table.

Subtask 4.3 Alternative 3 - Stormwater Recharge Analysis
The CONSULTANT will review available as-built and operational data provided by the CITY for two (2) existing recharge wells in the Downtown Stormwater Pond. The CONSULTANT will assess the potential for additional recharge flow rates or additional recharge wells within the Downtown Watershed and their benefit. The CONSULTANT will evaluate the proposed recharge rate changes and/or up to five (5) new recharge wells recommended using the ICPR4 model and the resultant predicted peak stages will be summarized in a table.

Subtask 4.4 Alternative 4 - Conveyance and Exfiltration Improvements Analysis
The CONSULTANT will identify locations where conveyance and exfiltration improvements are needed to meet LOS and provide treatment. This will include a review of the recommendations from the 2020 Report with CITY staff to determine if the proposed locations remain viable for implementation. For those sites deemed viable for conveyance and exfiltration improvements, the CONSULTANT will incorporate them into the ICPR4 model for Alternative 4. The resultant peak stages predicted by ICPR4 will be summarized in a table.

Task 5.0 Recommended Alternative Concepts and Cost Estimating
The CONSULTANT will meet with the CITY to select an overall recommended alternative that may include elements of Alternatives 1 through 4, as defined in Task 4, and stormwater infrastructure

associated with the proposed development identified under Task 2. For the overall recommended alternative plan (One (1) scenario), the CONSULTANT will develop conceptual layouts of the recommended infrastructure using aerial photography, existing topographic contours, and parcel data. The CONSULTANT will provide the CITY with an engineer's opinion of the conceptual cost of construction for the recommended alternative. The CONSULTANT will prepare the following tables for the recommended alternative:

- Summary table of peak runoff rates from each hydrologic unit
- Summary table of peak water surface elevations predicted for each modeled node
- Summary table of peak flows predicted for each modeled conduit

Task 6.0 - Model Update Report
The CONSULTANT will prepare a report that summarizes the findings of Task 1 through 5 above. The Draft Report will be submitted to the CITY for review and comment. The CONSULTANT will meet with the CITY to discuss the results of the Draft Report and mutually agree how the CITY comments should be incorporated into a Final Report. The CONSULTANT will then incorporate comments from the CITY into a Final Report. For planning purposes, the draft and final reports will include the following sections and utilize the relevant sections from the 2020 Report.

- Executive Summary
- Section 1 Introduction
- Section 2 Stormwater Model Methodology
- Section 3 Stormwater Model Results
- Section 4 Alternatives Analysis & Recommendations

The CONSULTANT shall provide two (2) printed copies of a 3'x4' reference map, suitable for wall mounting, depicting the basins, conveyance and known development parcels and predicted peak runoff rates by design storm event from each hydrologic unit under existing land use and hydraulic conditions.

Task 7.0 - ICPR4 Modeling Software Limited Training and Limited Technical Support
The CONSULTANT will prepare for and provide 16 hours of training to CITY Utilities and/or Public Works staff regarding the use of ICPR4 software specific to the stormwater model data sets developed under this TO for the CITY. The CITY will be able to extract model details and results as well as modify and perform additional simulations. The CITY will be responsible for securing their ICPR4 user's license and associated user's manual from Streamline Technologies, Inc.

The CONSULTANT will provide up to 12 hours of remote (virtual) technical support to answer any follow-up questions from City staff and related to the use of ICPR4. Technical support is specific to the stormwater model data sets developed under this TO.

Task 8.0 - Project Management, Meetings, and Quality Management
CONSULTANT will perform administrative and project management activities throughout the project consistent with CONSULTANT's quality management program and CITY's requirements.

Specific activities included are identified below:

Subtask 8.1 Project Management
CONSULTANT will perform administrative and project management activities throughout the project consistent with CONSULTANT's quality management program and CITY's requirements. Project management will include maintaining lines of communication and project coordination, monthly financial performance monitoring of the budget and status reports, reporting schedules, technical conference calls, managing technical project resources, and maintaining quality control.

Subtask 8.2 Meetings
The CONSULTANT will attend up to ten (10) meetings with the CITY. The proposed meetings include: one (1) project kickoff meeting with CITY staff, one (1) meeting to gather additional data, three (3) meetings to provide project status, review the results of the models or review alternative concepts, one (1) meeting to discuss Draft Model Update Report, and two (2) meetings with regulatory agencies (i.e., SFWMD, FDEP) to discuss environmental permitting requirements. The CONSULTANT will prepare meeting minutes for documentation purposes.

Subtask 8.3 Project Quality Technical Review
The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

Task 9.0 - Survey and Geotechnical Support Project Allowances
The CONSULTANT will identify surveying and/or geotechnical engineering needs for the project and will submit to CITY PM for written approval, prior to proceeding with work under this Task.

Subtask 9.1 Stormwater Infrastructure Surveying
The CONSULTANT will identify remaining survey data gaps needed to complete stormwater model updates under this TO. The survey data gaps will be identified once the existing conditions model is updated. Survey work will be performed under a subtask allowance of up to $20,000.

The CONSULTANT will get written confirmation from CITY PM prior to engaging the services of a professional surveyor licensed in FL. The survey may include stormwater structure geometric and elevation data, as well as finished floor elevations to be incorporated into this study. Survey work will be performed in accordance with CITY specifications, as detailed in **Attachment 2**.

Subtask 9.2 Geotechnical Engineering
The CONSULTANT will secure services from a geotechnical engineering firm licensed in FL to estimate the hydraulic conductivity of the soils and depth of water table for up to 5 locations. This may include a determination of a potential presence of "hard pan" or other non-conductive layers for exfiltration capacity. The resultant information will be considered in both the ICPR4 model parameters and the evaluated alternatives to improve the stormwater management LOS provided by the CITY.

ASSUMPTIONS
The services defined in Tasks 1 through 9 are based upon the following assumptions:

1. The CITY will provide data, support, and reviews as identified above, including existing GIS coverages, available survey for the stormwater management system, and proposed development plans for the study area. The CITY will also provide operational data and as-builts for existing recharge wells.

2. A surveyor (to be subcontracted by CITY) will conduct a bathymetric survey of the existing Downtown Stormwater Pond and will provide information regarding the sediment build up in this Pond.
3. Only the existing SWMM5 model data sets for the Downtown Watershed will be converted to ICPR4. Conversion of the SWMM5 model data sets for the San Castle, Lake Boynton Estates, and Chapel Hill Study Areas have not been included in this TO.
4. Task 7 assumes two (2) resources for two (2) days of ICPR4 training.
5. The CITY will be responsible for securing staff access to ICPR4 and associated user's manual(s) through subscription services available from Streamline Technologies, Inc.
6. Based upon available data, I-95, C-16 SFWMD, and LWDD canals will be boundary conditions.
7. The cost estimates will be based on the conceptual layout and subject to change pending of a more detailed design process (not included in this scope of services).
8. Training for CITY Staff will be held at the City Offices. CITY is responsible for coordination and logistics of training location/space.
9. Subtask 8.2 considers face-to-face meetings for local staff only and virtual attendance for remote staff.

TIME OF COMPLETION/SCHEDULE

It is anticipated that the project will take 11 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). CONSULTANT will prepare an updated detailed schedule within the first thirty (30) calendar days after Notice to Proceed.

DELIVERABLES

Task Number and Description	Deliverables
Task 1.0 – Stormwater Model Conversion to ICPR4	Summary table of converted model results.
Task 2.0 – Existing Conditions Stormwater Model Updates	Listing of development plans included in the updated stormwater model.
Task 3.0 – Stormwater Model Simulations	Model Input/Output Files to be provided as part of Task 6.
Task 4.0 – Alternatives Model Simulation and Analysis	Alternative concept plan view maps and flood stage summary tables to be provided as part of Task 6.
Task 5.0 - Recommended Alternative Concepts and Cost Estimate	To be provided as part of Task 6.
Task 6.0 - Model Update Report	Draft and Final Report in electronic format (PDF), Two (2) hard copies of the Final Report; Model Input/Output Files and supporting data; One (1) printed Reference Map (full-size hard copy).
Task 7.0 – ICPR4 Modeling Software Limited Training and Limited Technical Support	Training handouts and notes (in PDF).
Task 8.0 – Project Management, Meetings, and Quality Management	Meeting Minutes, Monthly Invoices, and Status Reports.
Task 9.0 – Survey & Geotechnical Support Project Allowances	Copies of geotechnical report completed under this TO (by others). Signed and sealed survey plans and digitally signed survey file (PDF), CAD survey files.

PAYMENT AND COMPENSATION

For the services performed under this TO, the CITY agrees to pay the CONSULTANT a lump sum amount of $320,940.00. The CONSULTANT will submit monthly invoices based in proportion to the percentage of work completed for each task. For invoice purposes only, the value of each task is presented in Attachment 3.

Attachment 1

Proposed Redevelopment
Downtown Watershed

Map Created By: Greg Owens
Date: July 26th, 2022

Legend

- Completed
- Under Construction
- Future Construction

Attachment 2

Specifications for Survey Services

1. Prepare a survey of the project area with an aerial background. The survey shall include the latest available Palm Beach County Ortographic aerials.
2. The survey shall be performed using the Florida State Plane Coordinate base NAD83, and the NAVD88 vertical datum. The survey shall comply with all State and City requirements. The survey shall be signed and sealed by a Florida Registered Professional Land Surveyor. The unit of measurement shall be the United States foot.
3. Set temporary benchmarks and horizontal control points every 50 feet.
4. The survey shall show the locations of electrical conduits, poles, lights, cables, utility markers, overhead utility lines, transformers, lighting control panels, etc.
5. The survey shall show the locations and elevations of drainage catch basins, storm sewer inlets, outfalls (on-site and in the street) and associated piping which crosses through the area to be surveyed including the sizes and inverts of pipes.
6. The survey shall show underground utilities, the edge of pavement and centerline of roads, curbs, gutter and any appurtenances of the area surveyed.
7. The surveyor shall contact 811 for utilities locations and also use any available City's as-built.
8. Provide the following information for all existing utilities:
    a. Horizontal location
    b. Vertical location (if it can be determined in the field or from record documents)
    c. Type of Material (if it can be determined in the field or from record documents)
    d. Diameter (if it can be determined in the field or from record documents)
    e. Number of pipes/conduits (if it can be determined in the field or from record documents)
    f. Identification (storm drain, etc)
9. The survey shall show the location of shrubs and trees including tree trunk diameter, name of shrubs and trees and botanical classification (to the gest of the surveyor's knowledge) or any other vegetation within the right-of-way.
10. The survey shall show spot elevations on a 10 feet grid in open space where possible, and all vertical changes. Elevations will be reference to NAVD88 vertical datum.

Attachment 3

Attachment 3
City of Boynton Beach
Stormwater Modeling Evaluation
Task Order No. UT-2C-03
Compensation Fee Breakdown

Task No.	Task Description	Principal/ Associate $270.00	Project Manager $250.00	Senior Engineer $220.00	Engineer $160.00	GIS Specialist $180.00	Clerical/ Administrative $120.00	Total Hours	CDM Smith Labor Cost	ODCs	OP	Total Fee
1.0	**ICPR4 Model Conversion**	8		80	104	48		**240**	$ 45,040			$ 45,040
2.0	**Existing Conditions Stormwater Model Updates**	8		32	64	40		**144**	$ 26,640			$ 26,640
3.0	**Stormwater Model Simulations**			8	8	16		**32**	$ 5,920			$ 5,920
4.0	**Alternatives Model Simulation and Analysis**							**0**	$ -		$ -	$ -
4.1	*Existing Stormwater Pond Analysis*	8	2	24	68	40		**142**	$ 26,020			$ 26,020
4.2	*Potential Stormwater Pond Analysis*	8	2	32	68	24		**134**	$ 24,900			$ 24,900
4.3	*Stormwater Recharge Analysis*	12	4	24	80	24		**144**	$ 26,640			$ 26,640
4.4	*Conveyance Improvements Analysis and Exfiltration Analysis*	8	2	8	96	24		**138**	$ 24,100			$ 24,100
5.0	**Alternative Concepts and Cost Estimating**	4	4	8	48	8		**72**	$ 12,960			$ 12,960
6.0	**Model Update Report**	8	8		120	24	8	**168**	$ 28,640	$ 350		$ 28,990
7.0	**ICPR4 Training**		4	24	24	24	4	**80**	$ 14,920	$ 2,500		$ 17,420
8.0	**Project Management**							**0**	$ -		$ -	$ -
8.1	*Project Management*		45				40	**85**	$ 16,050		$ -	$ 16,050
8.2	*Meetings*	48	30	20	10	26		**134**	$ 31,140	$ 1,000	$ -	$ 32,140
8.3	*Project Quality Technical Review*	16						**16**	$ 4,320		$ -	$ 4,320
9.0	**Project Allowance**							**0**	$ -			$ -
9.1	*Surveying*		4			8		**12**	$ 2,440		$ 20,000	$ 22,440
9.2	*Geotechnical Engineering*		4		16			**20**	$ 3,560		$ 3,800	$ 7,360
	Labor Subtotal Hours	**128**	**109**	**260**	**706**	**306**	**52**	**1561**	**$ 293,290.00**	**$ 3,850.00**	**$ 23,800.00**	**$ 320,940.00**
	Project Total	**$34,560.00**	**$27,250.00**	**$57,200.00**	**$112,960.00**	**$55,080.00**	**$6,240.00**					

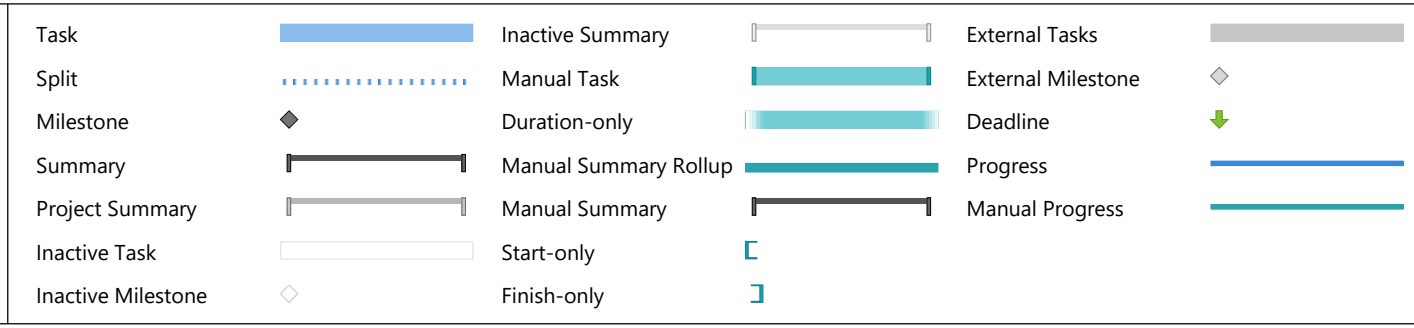
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2004
1		**Downtown Stormwater Modeling Evaluation**	**233 days**	**Mon 10/3/22**	**Fri 8/25/23**			
2		NTP	1 day	Mon 10/3/22	Mon 10/3/22			
3		Project Planning and Enrollment	10 days	Tue 10/4/22	Mon 10/17/22	2		
4		**Kickoff Meeting with City**	1 day	Tue 10/18/22	Tue 10/18/22	3		
5		**Task 1.0 Model Conversion to ICPR4**	25 days	Wed 10/19/22	Tue 11/22/22	4		
6		**Task 2.0 - Stormwater Model Update**	**21 days**	**Wed 11/23/22**	**Fri 12/23/22**			
7		Review Redevelopment Plans	5 days	Wed 11/23/22	Thu 12/1/22	5		
8		Hydrologic Model Updates	15 days	Fri 12/2/22	Thu 12/22/22	7		
9		Hydraulic Model Update	15 days	Fri 12/2/22	Thu 12/22/22	7		
10		**Meeting with City - Discuss Data Gaps**	1 day	Fri 12/23/22	Fri 12/23/22	9		
11		**Task 3.0 - Stormwater Model Simulations (Existing Conditions)**	**19 days**	**Mon 1/30/23**	**Thu 2/23/23**			
12		Update Existing Conditions Model with Survey	3 days	Mon 1/30/23	Wed 2/1/23	38		
13		Model Simulations	7 days	Thu 2/2/23	Fri 2/10/23	12		
14		QAQC - Draft Existing Conditions Model	3 days	Mon 2/13/23	Wed 2/15/23	13		
15		Revise Exisiting Conditions Model	5 days	Thu 2/16/23	Wed 2/22/23	14		
16		**Status Meeting with City**	1 day	Thu 2/23/23	Thu 2/23/23	15		
17		**Task 4.0 - Alternatives Model Simulation and Analysis**	**45 days**	**Fri 2/24/23**	**Thu 4/27/23**	**15**		
18		Alternative Model Simulation	45 days	Fri 2/24/23	Thu 4/27/23	16		
19		**Task 5.0 - Alternative Concepts and Cost Estimating**	**16 days**	**Fri 4/28/23**	**Fri 5/19/23**			

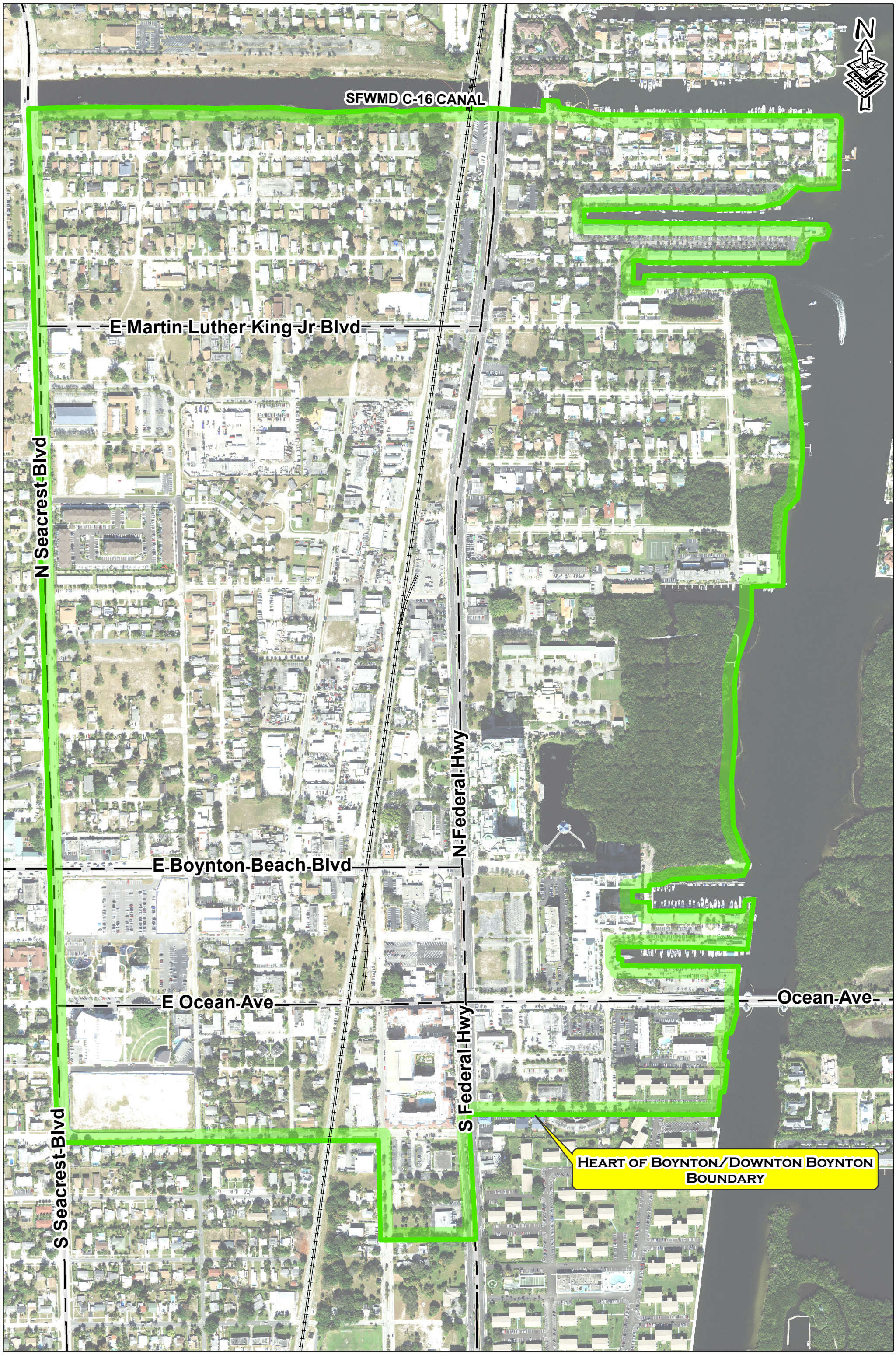
Project: 259306_Boynton Beach
Date: Mon 8/8/22

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

ID	Ta: Mc	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2004
20		**Review Meeting with City - Alternatives**	1 day	Fri 4/28/23	Fri 4/28/23	18		
21		Develop Alternative Concept	10 days	Mon 5/1/23	Fri 5/12/23	20		
22		Develop Cost Estimate for Alternative	5 days	Mon 5/15/23	Fri 5/19/23	21		
23		Meeting with Regulatory Agencies	3 days	Mon 5/15/23	Wed 5/17/23	21		
24		**Task 6.0 - Model Update Report**	**60 days**	**Mon 5/1/23**	**Fri 7/21/23**			
25		Develop Draft Report	20 days	Mon 5/1/23	Fri 5/26/23	20		
26		QA/QC and Revisions	10 days	Mon 5/29/23	Fri 6/9/23	25		
27		**Draft Report - Submittal**	**0 days**	Fri 6/9/23	Fri 6/9/23	26		
28		Review by City	10 days	Mon 6/12/23	Fri 6/23/23	27		
29		**Review Meeting with City**	**0 days**	Fri 6/23/23	Fri 6/23/23	28		
30		Revisions to Report	20 days	Mon 6/26/23	Fri 7/21/23	29		
31		**Final Report - Submittal**	**0 days**	Fri 7/21/23	Fri 7/21/23	30		
32		**Task 7.0 Modeling Software Training**	**20 days**	**Mon 7/24/23**	**Fri 8/18/23**			
33		ICPR4 Training	5 days	Mon 7/24/23	Fri 7/28/23	31		
34		ICPR4 Limited Tech Support	15 days	Mon 7/31/23	Fri 8/18/23	33		
35		**Task 8.0 - PM, QM and Meetings**	**233 days**	**Mon 10/3/22**	**Fri 8/25/23**			
36		Project Management	233 days	Mon 10/3/22	Fri 8/25/23	2SS		
37		**Task 9.0 Survey and Geotech**	**25 days**	**Mon 12/26/22**	**Fri 1/27/23**			
38		Survey Work - Gaps	25 days	Mon 12/26/22	Fri 1/27/23	10		
39		Geotech Work	15 days	Mon 12/26/22	Fri 1/13/23	10		

Project: 259306_Boynton Beach
Date: Mon 8/8/22





Heart of Boynton/Downton Boynton

Map Created By: Greg Owens
Date: September 16th, 2022

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

July 19, 2022

CDM Smith, Inc.
Attn: Suzanne E. Mechler
621 NW 53rd Street, Suite 265
Boca Raton, FL 33487

VIA EMAIL TRANSMITTAL TO: mechlerse@cdmsmith.com

RFQ: 046-2821-17/TP - GENERAL CONSULTING SERVICES

SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies & Services)

CURRENT AGREEMENT TERM: ***AUGUST 20, 2021 – AUGUST 19, 2022***

Dear Ms. Mechler:

The current agreement term for "GENERAL CONSULTANT SERVICES – SCOPES B AND C" expires September 19, 2022.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with CDM Smith, Inc. services and would like to extend the agreement for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 16, 2022

BID: GENERAL CONSULTING SERVICES

SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies & Services)

BID No.: RFQ 046-2821-17/TP

Agreement between the City of Boynton Beach and **CDM SMITH, INC.**

AGREEMENT RENEWAL TERM: *AUGUST 20, 2022 – AUGUST 19, 2023*

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

CDM SMITH, INC.

NAME OF COMPANY	SIGNATURE
Suzanne E. Mechler, P.E., BCEE	Vice President/ Client Service Leader
NAME OF REPRESENTATIVE (please print)	TITLE
July 29, 2022	561-571-3756
DATE	(AREA CODE) TELEPHONE NUMBER

mechlerse@cdmsmith.com
E-MAIL

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-142 - Authorize the City Manager to sign an Agreement and Business Associate Agreement with CareATC of Tulsa, OK to provide services required to manage an employee health care clinic, not to exceed $780,000 per fiscal year. **(Postponed at the October 4, 2022 City Commission Meeting.)**

Explanation of Request:
TERM: August 1, 2022 through July 31, 2027

On August 16, 2016, City Commission approved an Agreement with CareATC to administer an employee health center clinic for the City to provide employees and local retirees access to the highest levels of primary, urgent, prescription, and occupational health care.

Services include primary care, acute and urgent care, immunizations, injections, new hire physicals, fitness for duty physicals, drug testing, annual public safety physicals, exams and screening, some prescriptions. In addition, provides job injury services including initial treatment of work related injuries in accordance with Florida Workers Compensation law.

The clinic administers generic non-narcotic pre-packaged medication dose pack at no cost to the patient for the following conditions; allergy, antibiotic, antifungal, antiviral, asthma, cardiovascular, cholesterol, diabetes, inflammation/pain, injections/immunizations, etc. CareATC continues to identify additional medication that could further benefit to offer in the clinic.

Health services are not subject to the competitive-solicitation requirements under Florida Statute Chapter 287 Section 057(3)(e)5.

How will this affect city programs or services? Clinic is available to employees, dependents, and retirees that are covered under the City's health insurance plan.

Fiscal Impact:
This item has been budgeted in line item 522-1710-519.31-21.

Alternatives:
Not approve the agreement with CareATC and close clinic.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: CareATC

Start Date: 8/1/2022

End Date: 7/31/2027

Contract Value: $780,000

Minority Owned Contractor?: No

Extension Available?: Yes

Extension Explanation:

one (1) five-year renewal option

Attachments:

	Type	Description
🗋	Resolution	Resolution No. R22-142
🗋	Agreement	Agreement - CareATC
🗋	Agreement	BAA - City of Boynton Beach and CareATC

RESOLUTION NO. R22-142

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT WITH CAREATC OF TULSA, OK TO PROVIDE SERVICES REQUIRED TO MANAGE AN EMPLOYEE HEALTH CARE CLINIC, NOT TO EXCEED $780,000 PER FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 16, 2016, City Commission approved an Agreement with CareATC to administer an employee health center clinic for the City to provide employees and local retirees access to the highest levels of primary, urgent, prescription, and occupational health care; and

WHEREAS, the clinic is available to employees, dependents, and retirees that are covered under the City's health insurance plan; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign an Agreement and Business Associate Agreement with CareATC of Tulsa, OK to provide services required to manage an employee health care clinic, not to exceed $780,000 per fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign an Agreement and Business Associate Agreement with CareATC of Tulsa, OK to provide services required to manage an employee health care clinic, not to exceed $780,000 per fiscal year. A copy of the Agreements are attached hereto and incorporated herein as Exhibits “A” and “B” respectively.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 4th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CAREATC, INC.

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and CareATC, Inc a corporation authorized to do business in the State of Florida, with a business address of 4500 S. 129th E 48th Place, Tulsa, OK 74134, hereinafter referred to as the "PROFESSIONAL". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The PROFESSIONAL is retained by the City to administer an employee health center clinic for the City to provide employees and local retirees access to the highest levels of primary, urgent, prescription, and occupational health care.

2. **SCOPE OF SERVICES**. PROFESSIONAL agrees to perform the services required to manage an employee health care clinic.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the PROFESSIONAL to proceed. PROFESSIONAL shall perform all services required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of five (5) years, commencing on August 1, 2022 and shall remain in effect through July 31, 2027. The CITY reserves the right to renew the agreement for one (1) five-year renewals subject to Professional acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY.

5. **PAYMENT**. The PROFESSIONAL shall be paid by the CITY for completed work and for services rendered in accordance with the Proposal for Shared-Site Health Center (Exhibit "A") attached to this Agreement:

   A. Payment for the work provided by PROFESSIONAL shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to PROFESSIONAL shall not exceed the total contract price without express written modification of the Agreement signed by the CITY Manager or designee.

   B. The PROFESSIONAL may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the PROFESSIONAL in the amount approved.

   C. Final payment of any balance due the PROFESSIONAL of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

   E. The PROFESSIONAL's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications and other materials produced by the PROFESSIONAL in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The PROFESSIONAL shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PROFESSIONAL's endeavors.

7. **COMPLIANCE WITH LAWS**. PROFESSIONAL shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and CITY of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. **INDEMNIFICATION**.

A. The PROFESSIONAL shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the PROFESSIONAL, its employees, agents, partners, principals or subcontractors. The PROFESSIONAL shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**

A. During the performance of the services under this Agreement, PROFESSIONAL shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Director of Human Resources and Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. PROFESSIONAL shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The PROFESSIONAL shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The PROFESSIONAL shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall

provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. PROFESSIONAL shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The PROFESSIONAL shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The PROFESSIONAL shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the PROFESSIONAL from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the PROFESSIONAL or by anyone directly or indirectly employed by the PROFESSIONAL.

iv. **Professional Liability (Errors and Omissions) Insurance**: The PROFESSIONAL shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. PROFESSIONAL shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The PROFESSIONAL and the CITY agree that the PROFESSIONAL is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither PROFESSIONAL nor any employee of PROFESSIONAL shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to PROFESSIONAL, or any employee of PROFESSIONAL.

11. **COVENANT AGAINST CONTINGENT FEES**. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the PROFESSIONAL, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the PROFESSIONAL any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have

the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The PROFESSIONAL, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. **ASSIGNMENT**. The PROFESSIONAL shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the other party for such termination in which event the PROFESSIONAL shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the PROFESSIONAL abandons the Agreement or causes it to be terminated, the PROFESSIONAL shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should PROFESSIONAL neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by PROFESSIONAL of written notice of such neglect or failure.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICES**. Notices to the CITY shall be sent to the following address:

    Daniel Dugger, City Manager
    City of Boynton Beach
    100 E. Ocean Avenue
    Boynton Beach, FL 33435

    Notices to PROFESSIONAL shall be sent to the following address:

    Paul Keeling, Chief Business Development Office
    CareATC, Inc.
    4500 S 129th E 48th Place
    Tulsa, OK 74134

    pkeeling@careatc.com

18. **INTEGRATED AGREEMENT**. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the PROFESSIONAL and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both CITY and PROFESSIONAL.

19. **PUBLIC RECORDS**. Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Florida Statutes 119.07. The CITY is public

agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the PROFESSIONAL shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, PROFESSIONAL shall destroy all copies of such confidential and exempt records remaining in its possession once the PROFESSIONAL transfers the records in its possession to the CITY; and

D. Upon completion of the contract, PROFESSIONAL shall transfer to the CITY, at no cost to the CITY, all public records in PROFESSIONAL's possession All records stored electronically by PROFESSIONAL must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, PROFESSIONAL certifies that PROFESSIONAL is not participating in a boycott of Israel. PROFESSIONAL further certifies that PROFESSIONAL is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has PROFESSIONAL been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to PROFESSIONAL of the CITY's determination concerning the false certification. PROFESSIONAL shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, PROFESSIONAL shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If PROFESSIONAL does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. PROFESSIONAL certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a Professional or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this _____ day of _____, 2022.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

Attest/Authenticated:

_____
Maylee De Jesus, City Clerk

Approved as to Form:

_____
Michael D. Cirullo, Jr
Office of the City Attorney

CareATC, Inc.

_____
(Signature), Authorized Official

_____
Printed Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Exhibit
"A"

MARCH 15, 2021

PROPOSAL FOR SHARED-SITE HEALTH CENTERS

Prepared for:

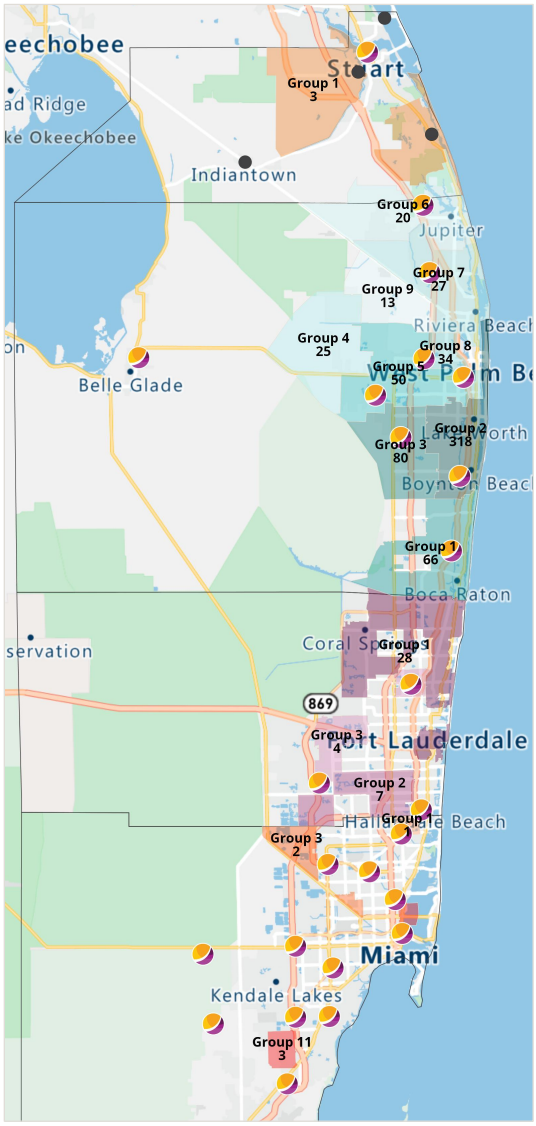
City of Boynton Beach, Florida

GREG BELLOMY
CHIEF EXECUTIVE OFFICER
GREGBELLOMY@CAREATC.COM
561.702.4339
WWW.CAREATC.COM

OVERVIEW

CareATC is a national integrated health solutions company that enables employers to reduce healthcare costs by improving the health of their workforce. Since 2000, CareATC's comprehensive healthcare solution has driven engagement, improved health outcomes, lowered healthcare costs, and provided a transparent vision of the total cost of care.

CareATC is proposing that the City of Boynton Beach convert its dedicated on-site health center to the CareATC shared-site network in Southeast Florida. We would build out two new shared-site health centers in Boynton Beach that would be available not only to Boynton Beach employees but also to all CareATC clients in Southeast Florida, which would include NextEra Energy, Palm Beach County School District, Miami-Dade County School District, and potentially others. In addition to these two health centers, Boynton Beach beneficiaries will have access to the additional shared-site health centers that will be developed with the partners referenced above. The goal is to expand access through a combination of additional shared-site locations and the addition of Virtual Primary Care services.



- **Health Center Hours:** These shared-site health centers will be open 5 days a week, 8 am to 5 pm EST.
- **Musculoskeletal Services:** Employees will be proactively identified by CareATC physician or therapist through an MSK screening and standardized triage process virtually or in-clinic and categorized as Low, Medium, or High-Risk for MSK spend and/or disability and triaged as indicated. See page 3 for more details.
- **Patient Advocacy Services (virtual):** The patient advocate is a dedicated Licensed Clinical Social Worker who helps patients navigate the healthcare system. They will work in tandem with the client to identify key vendors, resources, etc. to ensure members are maximizing current utilization within the company benefit offerings and community resources. See pages 3&4 for more details.
- **Occupational Health Services:** Our occupational health specialists will work with you to bring cost savings through providing on-site, work-related healthcare services and promoting employee safety. See page 6 for more details.
- **Virtual Primary Care:** We are proposing this addition ***at no additional cost*** to expand access for members who do not have easy access or to cover times during which the health center is not available. Virtual Primary Care during business hours would be through a CareATC provider that is affiliated with the Boynton Beach health centers. See page 5 for more details.
- **After-Hours Telehealth Services:** Available through CareATC at no additional cost. This service integrates with the CareATC EMR. See page 5 for more details.

**These additional shared-site locations will be built out over the next 2-3 years.*

POPULATION HEALTH PROGRAM OVERVIEW

MUSCULOSKELETAL

- Employees will be proactively identified by CareATC physician or therapist through an MSK screening and standardized triage process virtually or in-clinic and categorized as Low, Medium, or High-Risk for MSK spend and/or disability and triaged as indicated.
- Employees will be managed by primary care at regular return visits as part of the care continuum and management per MSK episode of care and will not be asked to submit copays for such follow up visits for increased compliance, access, and reduction of overall MSK spend.
- Clinical outcomes will be regularly monitored and reported related to number of visits, cost avoidance of specialty care, ED visits, radiology referrals, and opioid use.

MSK Services are supported by the following capabilities:

- Monthly MSK in-services:
  - Town Halls
  - Provider Education
  - 5 minute work injury prevention exercises
- Virtual Therapy Services: 60% of therapy services may be delivered remotely
  - Expands geographic reach
  - Increases access to therapist and care coordination
  - Allows for greater visibility for home program compliance and tracking
  - Home and worksite ergonomic evaluations
  - Real-time tracking of progress and outcomes
- In-clinic therapy services are reserved for those patients at highest risk of spend or disability, acute injury, or post-operative care requiring:
  - manual therapy
  - modalities to expedite healing
  - a greater touchpoint in care
- All MSK services improve engagement and allow for efficient and cost-effective staffing.

HEALTH COACHING & PATIENT ADVOCACY

Coaching

Coaching participants are identified by CareATC's PHA risk stratification, provider encounter assessment resulting in a referral, and claims data analysis. Risks include: Diabetes, Cardiovascular Disease, Obesity, and Hypertension.

Length of enrollment is dependent upon progress and goals. Typically, participant begin in the Active Phase, with visits every 2-3 weeks. Once participants begin meeting their goals and build confidence (after ~3-4 months), they move to the Maintenance Phase with visits every 2-3 months for about 6-9 months. Once they have shown a reduction in risk and are on a regimented nutrition program on their own, they graduate out of the program.

The health coach is responsible for managing chronic conditions in collaboration with primary care services to facilitate improved health outcomes.

CareATC's health coaches are managed by our CareATC Manager of Health Education, who conducts chart reviews on a regular basis and reviews education curriculum. Nutrition education curriculum consists of handouts, webinars, cooking demos, recipes, monthly general group education, or longer term targeted group education programs (i.e. Diabetes Management, Healthy Weight Program, etc.).

Advocacy

Another facet critical to engagement and population health outcomes and success is patient advocacy. The patient advocate is a dedicated Licensed Clinical Social Worker who helps patients navigate the challenging healthcare system. This person will work in tandem with the client to identify key vendors, resources, etc. to ensure members are maximizing current utilization within the company benefit offerings and community resources. Patient advocates are the most visible members of the clinical team, answering client questions, making a complex system more understandable, and providing a dedicated partner for the patient's healthcare journey.

Role and responsibilities of the patient advocate:

- Engagement
- Patient Outreach
- Benefit & Resource Navigation
- Community Resources
- Behavioral & Mental Health Support

Patient advocates collaborate with physicians to systemically identify high-risk patients in need, serve as their patients' advocate and care navigator, proactively connect patients to high-quality and cost-effective resources, and bridge communication gaps between resources.

VIRTUAL CARE OPTIONS

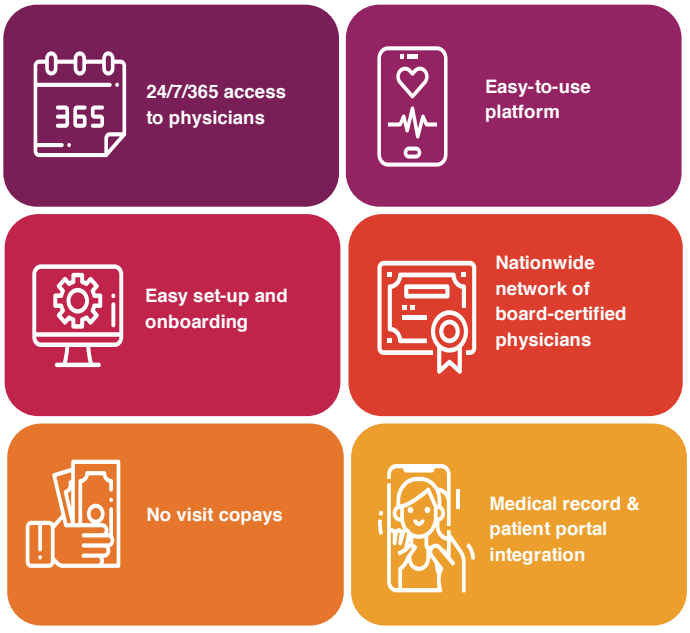
VIRTUAL PRIMARY CARE

CareATC offers primary care services via virtual visits during normal business hours to supplement health center access. This solution is included in our pricing at no additional cost. Wait time for our virtual care solution is less than 30 minutes, unlike competitors, whose patients are waiting more than 4 hours. If they are unable to get an appointment during their preferred time at a physical health center, patients can make appointments with a Boynton Beach-affiliated CareATC physician via phone or video. During the visit, all information is captured in our EMR so the follow-up is consistent with no gaps in care. Care beyond acute needs can be offered, including a full range of primary care - chronic condition management, patient education, health prevention, disease prevention, etc. Virtual Primary Care visits will include referral services and medications through @home dispensing programs or ePrescribe.

- Business-hours access to Boynton Beach CareATC providers
- Easy-to-use video platform
- Conveniently located within the CareATC mobile app and patient portal
- Medical record & patient portal integration
- Easy setup and on-boarding

AFTER-HOURS TELEHEALTH

CareATC also offers primary care and acute care services via virtual visits to provide care needed after-hours and when the health centers are closed. This service integrates with the CareATC EMR.



OCCUPATIONAL HEALTH

CareATC offers occupational health management solutions for employers of any size.

With CareATC Occupational Health services, employers and employees benefit from reduced lost workdays, increased productivity, and cost savings without compromising on quality care.

Why Occupational Medicine?

Clinicians trained in occupational medicine diagnose and treat work-related injuries. With specialized knowledge of OSHA regulations for workforce health and safety, providers can make the best treatment plans and perform regulatory examinations compliant with the Department of Transportation (DOT).

Comprehensive Occupational Health Services

Our occupational health specialists will work in partnership with you to bring significant cost-savings through providing onsite, work-related healthcare services, promoting employee safety and objectively managing employees' return-to-work.

Key service areas include (additional costs may apply depending scope of services selected):

Health, Safety, and Well-Being (HSW) programs

We're not just about addressing work-related accidents - we're here to help prevent them. Our team considers your unique industry and can proactively trains employees how to be safe at work. CareATC's customized approach makes it easy to keep your employees safe and healthy on the job.

Occupational Medical Services

Confidently operate knowing that you have qualified clinicians to perform DOT physicals, drug screens, and other routine medical surveillance examinations. CareATC performs necessary medical surveillance testing and exams for employees, including new hire/pre-placement exams.

Workers' Compensation Injury Triage Services

CareATC will perform initial assessment of employee injuries and provide any first-aid care needed. Our providers will have a consultative discussion with the employee about the nature/cause of the injury/illness. Information specific to when, where and causation of injury will be captured and documented. Based on the patient assessment, the patient will be triaged for appropriate medical care.

CONTRACT PROPOSAL

PROPOSED PRICING

BASE PEPM RATE	$72.50 PEPM

- The total PEPM rate provided above is inclusive of staffing.
- The cost of labs, any dispensed medications, and drug screenings are variables that will be passed through to Boynton Beach at cost without mark-up.
- Virtual Care services (Virtual Primary Care during normal business hours and Telehealth services for after hours) would be at no additional charge.
- Current engagement rate is 31% of total eligible members. The targeted engagement rate would be 50% + through increased access and expanded services.
- At 50% engagement and the proposed pricing, that would represent a 25% reduction in cost per engaged member for healthcare services. Higher utilization would be even more beneficial. Occupational Health costs reductions would be additive.
- A cost increase may be addressed annually based on the Consumer Price Index for medical care.
- CareATC will add new shared-site health center locations in Southeast Florida with no minimum commitment from Boynton Beach.

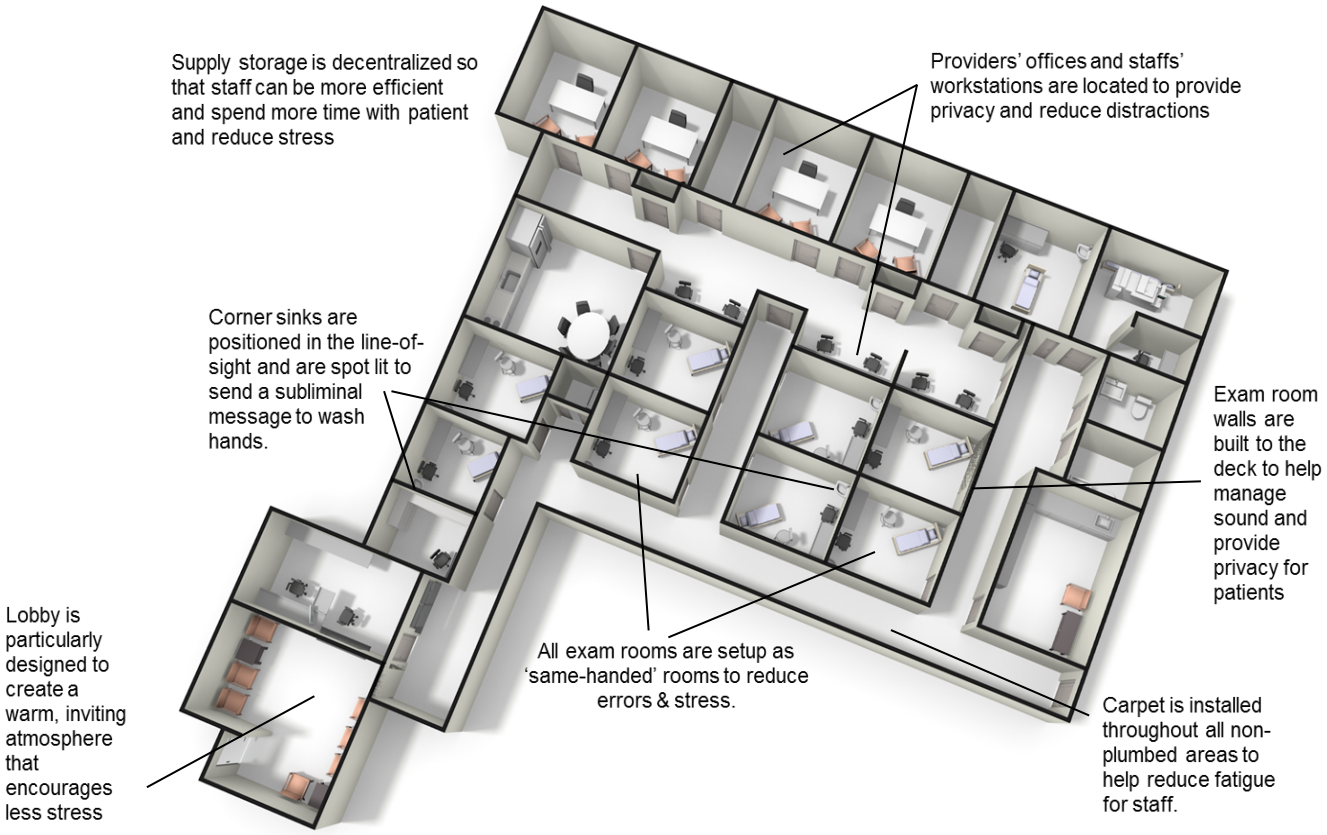
APPENDIX

CAREATC HEALTH CENTER DESIGN

Our Facilities team follows evidence-based clinical design principles to provide optimal patient experience, which is tied to an improvement in their perception of care and higher clinical outcomes. We know from evidence-based design research that color, light, access to nature, and control over one's environment improves clinical outcomes and promotes a sense of wellbeing. CareATC is the nation's first provider of on-site health centers to be awarded the Evidence-Based Design Certification.

CareATC will follow your direction regarding facility construction and buildout. If buildout of any type is needed, our Facilities team is experienced and capable of managing the health center building from design to ongoing maintenance. This includes location identification, space and CAD drawings based on evidence-based clinical design practices, and buildout management. This team maintains the health center and performs any necessary repairs.

Below are examples of how we consider evidence-based clinical design in the different facets of our health center planning and design.



We have also provided photos below of some of the spaces within our health centers. Each health center is customized to the specific needs of the client, with some basic design and branding remaining consistent across our health centers nationwide.

Waiting Rooms & Reception Desks

CareATC

CareATC

CareATC

CareATC

Exam & Procedure Rooms

Other Spaces

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Business Associate Agreement**"), retroactively effective February 15, 2017 ("**Effective Date**"), is entered into by and between **CareATC, Inc.**, an Oklahoma corporation ("Business Associate"), and **City of Boynton Beach, Florida** ("Covered Entity"). Business Associate and Covered Entity may be referred to individually as the "Party" and together as the "Parties."

Business Associate and Covered Entity are parties to one or more service agreements ("**Agreements**"), under which Business Associate provides services and products to Covered Entity as an independent contractor that requires Business Associate to use or disclose protected health information ("**PHI**"). The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), and the regulations promulgated pursuant to HIPAA and HITECH, including without limitation the Privacy Rule, Security Rule and Breach Notification Rule, as codified at 45 C.F.R. Parts 160, 162 and 164 ("**Regulations**"). HIPAA, HITECH and the Regulations are collectively referred to herein as the "**HIPAA Laws**". This Business Associate Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Covered Entity will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Parties' existing and future Agreements and after the termination of any of the Agreements. In consideration of their mutual promises set forth below, the Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. Pursuant to the Agreements, Business Associate provides services and/or products ("**Services**") for the Covered Entity that involve the use or disclosure of PHI. Business Associate may only use and disclose PHI as necessary to perform its obligations under the Agreements and, further, may only use and disclose PHI as permitted or required by this Business Associate Agreement or by law. All other uses and disclosures not authorized by this Business Associate Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Business Associate Agreement only: (i) to its directors, officers, employees, subcontractors and agents in accordance with Section 2.1.4; (ii) as requested by the Covered Entity pursuant to Section 3 below; or (iii) as otherwise permitted by the terms of this Business Associate Agreement, including, without limitation, Section 1.2.2 below.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

1.2.1. Use the PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities, provided that such uses are permitted under state and federal confidentiality laws.

1.2.2 Disclose the PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities, if the Business Associate represents to the Covered Entity, in writing, that: (i) the disclosures are Required by Law; or (ii) the Business Associate has received from the third party, in writing, reasonable assurances that the PHI will be held confidentially and used or further disclosed only as Required by Law for the purposes for which it was disclosed to the third party, and the third party notifies

Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

1.3 De-identified PHI. Business Associate is not authorized to create de-identified information from PHI.

1.4 Data Aggregation Services. Except as otherwise limited in this Business Associate Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B)

1.5 Minimum Necessary. Business Associate agrees to make all uses and disclosures of and requests for PHI subject to the minimum necessary requirements of the Privacy Rule, Subpart E of 45 C.F.R. Part 164 ("**Privacy Rule**") and consistent with Covered Entity's minimum necessary policies and procedures.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1 Responsibilities of the Business Associate. With regard to its use or disclosure of PHI, the Business Associate hereby agrees to do the following:

2.1.1 Use or disclose the PHI only if such use or disclosure is in compliance with 45 C.F.R. § 164.504(e), as applicable, and is permitted or required by this Business Associate Agreement or as Required by Law.

2.1.2 Notify the Covered Entity's Privacy Officer in writing within 3 business days of the Business Associate's discovery of any use or disclosure of PHI that is not permitted or required by this Business Associate Agreement, and notify the Covered Entity's Privacy Officer in writing within 3 business days of the Business Associate's discovery of any Breach as required by 45 C.F.R. § 164.410, as updated, amended or revised from time to time.

2.1.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by or permitted under this Business Associate Agreement.

2.1.4 Require all of its directors, officers, employees, subcontractors, and agents that create, receive, maintain, transmit, use or disclose, or have access to, PHI under this Business Associate Agreement to agree, in writing, to adhere to the same requirements, restrictions and conditions on the use or disclosure of PHI that apply to the Business Associate under this Business Associate Agreement and to not take any action that would violate the HIPAA Laws if done by the Covered Entity.

2.1.5 Make available to the Secretary of the United States Department of Health and Human Services ("**Secretary**") all records, books, agreements, policies and procedures, and practices relating to the use or disclosure of PHI to and upon the request of the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.1.6 Notify Covered Entity of any request: (i) by the Secretary or the Secretary's designee to examine Business Associate's internal practices, books, records, policies and procedures, or

PHI; or (ii) for information in response to a HIPAA complaint. Business Associate also agrees to provide the Covered Entity with the results and disposition of the request.

2.1.7 Upon prior written request, make available to the Covered Entity during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use or disclosure of PHI for purposes of determining the Business Associate's compliance with the terms of this Business Associate Agreement. This information shall be provided within 3 business days of Covered Entity's written request.

2.1.8 Maintain and, within 10 business days of receiving a written request from the Covered Entity, provide such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI as required by 45 C.F.R. § 164.528. Business Associate shall document all uses and disclosures of PHI and information as would be required to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, including, at a minimum, the following information regarding the disclosure: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and the address of such entity or person; (iii) a brief description of the PHI disclosed; (iv) a brief statement regarding the purpose and an explanation of the basis of such disclosure; and (v) the names of the individuals whose PHI was disclosed.

2.1.9 Subject to Section 5.5, return to the Covered Entity or destroy, within 30 days of the termination of this Business Associate Agreement, the PHI in its possession and retain no copies (which for purposes of this Business Associate Agreement shall include destroying all backup tapes, computer files and photocopier hard drives that contain the PHI).

2.1.10 Limit, to the extent practicable, the PHI requested, used or disclosed by Business Associate to a limited data set or to the minimum necessary to accomplish the intended purpose of the request, use or disclosure.

2.1.11 Mitigate, to the extent practicable, any harmful effect or possible harmful effect that is known to Business Associate or Covered Entity of a Security Incident, Breach, use or disclosure of PHI in violation of this Business Associate Agreement or the HIPAA Laws.

2.1.12 If electronic PHI ("**ePHI**") is involved, the Business Associate also agrees to the following:

2.1.12.1 To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that the Business Associate receives, maintains or transmits on behalf of the Covered Entity.

2.1.12.2 Ensure that any agent to whom it provides ePHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the ePHI.

2.1.12.3 Report to the Covered Entity any Security Incident within 3 business days of becoming aware of the incident.

2.1.13 Comply with the privacy, security and breach notification requirements of the HIPAA Laws, as and when required by 42 U.S.C. §§ 17931 and 17934.

2.1.14 In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, notify Covered Entity of the request as soon as practicable, but in any event within 5 days of receipt of such request. Business Associate shall consult with Covered Entity prior to responding to any such subpoena, court or administrative order, or other discovery request or mandate for release of PHI.

2.1.15 Promptly reimburse Covered Entity for all reasonable costs or expenses incurred by Covered Entity with respect to providing notification and/or mitigation of a Breach involving Business Associate, including, but not limited to, printing, postage, and toll-free hotline costs.

2.1.16 To the extent Business Associate is to carry out the Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the Privacy Rule's requirements that apply to the Covered Entity in the performance of such obligation; and in addition to, but not lieu thereof, Business Associate shall at all times comply with the notice of privacy practices ("**Notice**") and HIPAA policies and procedures of Covered Entity, as may be amended from time to time.

2.2 Responsibilities of the Covered Entity. With regard to the use or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees:

2.2.1 To post its Notice that the Covered Entity provides to individuals on its website.

2.2.2 To inform the Business Associate of any changes in, or withdrawal or revocation of, the consent or authorization provided to the Covered Entity by individuals with respect to the use or disclosure of the individual's PHI.

2.2.3 To notify the Business Associate, in writing and in a timely manner, of any restrictions to the use or disclosure of PHI agreed to by the Covered Entity in accordance with 45 C.F.R. Section 164.522, to the extent such restriction may impact the use or disclosure of PHI by the Business Associate.

3. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO HANDLING DESIGNATED RECORD SETS

Responsibilities of the Business Associate with Respect to Handling Designated Record Sets. The Business Associate agrees to do the following:

3.1 Within 5 days of receipt of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within 2 days forward such request to Covered Entity for Covered Entity to fulfill.

3.2 Within 5 days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within 2 days forward such request to Covered Entity for Covered Entity to fulfill.

4. REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

4.1.1 That all personnel in its workforce, and any agents or subcontractors, whose services may be used to fulfill obligations under this Business Associate Agreement, are or shall be appropriately informed of the terms of this Business Associate Agreement and shall comply with all provisions of this Business Associate Agreement.

4.1.2 That it will reasonably cooperate, inform and communicate with the other Party in the performance of their mutual obligations under this Business Associate Agreement.

4.1.3 Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of Covered Entity.

5. TERMS AND TERMINATION

5.1 Term. This Business Associate Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this Business Associate Agreement shall survive its expiration or other termination in accordance with Section 7.3 herein.

5.2 Termination by the Covered Entity. The Covered Entity may immediately terminate this Business Associate Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Business Associate Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within 30 days, Business Associate must cure the breach to the satisfaction of the Covered Entity within 15 days. Failure to cure in the manner set forth in this Section is grounds for the immediate termination of this Business Associate Agreement. If termination of the Business Associate Agreement is not feasible, the Covered Entity will report the breach to the Secretary.

5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Agreements or this Business Associate Agreement, or that the Covered Entity has breached a material term of this Business Associate Agreement, Business Associate may provide Covered Entity with 30 days written notice of its intention to terminate this Business Associate Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to

termination, and further agrees that, notwithstanding this provision, it shall not terminate this Business Associate Agreement so long as the Agreements are in effect.

5.4 Automatic Termination. This Business Associate Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreements.

5.5 Effect of Termination. Upon termination pursuant to this Section 5, Business Associate agrees to return or destroy all PHI if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy the PHI, the Business Associate will notify the Covered Entity in writing of such infeasibility. The notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession; and (ii) the specific reasons for that determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Business Associate Agreement to the Business Associate's use or disclosure of any PHI retained after the termination of this Business Associate Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Business Associate Agreement to the subcontractors' or agents' use or disclosure of any PHI retained after the termination of this Business Associate Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI not feasible.

6. INDEMNIFICATION

6.1 Indemnification. Each Party (each an "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Parties and their respective employees, directors, officers, subcontractors, agents or other members of its workforce (each an "**Indemnified Party**"), from and against all claims, causes of actions, liabilities, damages, penalties, fines, costs or expenses (including reasonable attorney fees and court costs) (collectively, "**Liabilities**") brought against or incurred by the Indemnified Party on account of the Indemnifying Party's: (i) breach of this Business Associate Agreement, violation of the HIPAA Laws, or breach relating to use, disclosure, or safeguarding of PHI; or (ii) negligence or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Laws. On demand by the Indemnified Party, the Indemnifying Party shall advance or reimburse, as appropriate, the Indemnified Party for all Liabilities that are subject to the indemnification obligation provided by this Section. The Indemnifying Party's obligation to indemnify the Indemnified Party shall survive the expiration or termination of this Business Associate Agreement for any reason.

6.2 Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations under this Business Associate Agreement, the HIPAA Rules, or relating to its use, disclosure or safeguarding of PHI.

6.3 No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes. Specifically, the Indemnification by the Covered Entity under subsection 6.1 shall be limited to the limits under Section 768.28, Florida Statutes.

7. MISCELLANEOUS

7.1 Covered Entity. For purposes of this Business Associate Agreement, Covered Entity means the named Covered Entity herein, subcontractors, and agents.

7.2 Business Associate. For purposes of this Business Associate Agreement, Business Associate shall include the named Business Associate herein, subcontractors, and agents. However, in the event that the Business Associate is acting as a covered entity under the HIPAA Laws, Business Associate may appropriately designate a health care component as the Business Associate for purposes of this Business Associate Agreement.

7.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Section 2.1, solely with respect to PHI Business Associate retains in accordance with Section 5.5 because it is not feasible to return or destroy such PHI, and Sections 5.5, 7.5, 7.8, and 7.9 shall survive termination of this Business Associate Agreement indefinitely. In addition, Section 3 shall survive termination of this Business Associate Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section 5.5 herein constitutes a Designated Record Set.

7.4 Amendments. The Parties acknowledge that this Business Associate Agreement sets forth the full and complete contractual obligations between the Parties and shall only be modified by amendment thereto. It is understood by the Parties that federal and state laws regarding health information and data privacy and security are undergoing rapid change and agree to amend this Business Associate Agreement as necessary or appropriate to enable Covered Entity and Business Associate to comply with all legal requirements. In the event an amendment to this Business Associate Agreement cannot be agreed upon by the Parties, the Parties agree to resolve the dispute pursuant to Section 7.8.

7.5 No Third-Party Beneficiaries. Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

7.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to the Party's address given below:

If to Business Associate, to:

CareATC, Inc.
4500 South 129th East Avenue, Suite 191
Tulsa, Oklahoma 74134
Attn: Ryan Bailey
legalsupport@careatc.com

If to Covered Entity, to:

Finance/Procurement Services
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Each Party named above may change its address and that of its representative for notice by giving notice of the change to the other Parties in the manner provided in this Section.

7.7 Counterparts; Facsimiles. This Business Associate Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of this document shall be deemed to be originals.

7.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Business Associate Agreement, the Parties shall make good faith efforts to resolve such matters informally. If the matter cannot be resolved, the Parties may agree in writing to submit the dispute to mediation or arbitration. If a lawsuit arises out of this Business Associate Agreement, jurisdiction and venue shall lie exclusively in the United States District Court for the Middle District of Florida. If any litigation or arbitration is necessary to enforce the terms of this Business Associate Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

7.9 Compliance with State Law. Notwithstanding anything to the contrary in this Business Associate Agreement, if any provision of the laws of the State of Florida applicable to Business Associate ("**State Laws**"), because of Business Associate's relationship with Covered Entity, is contrary to and more stringent than an applicable requirement of the HIPAA Laws, this Business Associate Agreement shall be construed to permit Business Associate to comply with the more stringent provisions of State Law to the extent that Business Associate is required to comply and the provision is not preempted by the HIPAA Laws.

7.10 Governing Law. The laws of the State of Florida shall govern the interpretation of this Business Associate Agreement and shall apply in any lawsuit or other dispute arising out of this Business Associate Agreement, without regard to conflict of law provisions. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Business Associate Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this Business Associate Agreement or the HIPAA Rules.

7.11 Independent Contractor Status. For the purposes of this Business Associate Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

7.12 Florida Information Protection Act. Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, Section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the

Act, as may be amended from time to time, shall prevail in the event of any conflict. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Covered Entity as indicated herein, and Business Associate shall work with Covered Entity as required by the Act to assist in any of the following actions:

(a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Covered Entity;

(b) Provide notice to any and all consumers whose personal information has been breached;

(c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

(d) Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act and require that those third-party agents that store customer records of Covered Entity who experience a breach notify Covered Entity immediately, and work with Business Associate and Covered Entity as outlined in this section of the Addendum.

8. DEFINITIONS.

Terms used but not otherwise defined in this Business Associate Agreement shall have the meanings given to them under the HIPAA Laws. To the extent a term is defined in both this Business Associate Agreement and the HIPAA Laws, the definition given such term under the HIPAA Laws shall govern.

8.1 Designated Record Set. "**Designated Record Set**" is defined at 45 C.F.R. § 164.501 (as updated, amended or revised from time to time).

8.2 Privacy Officer. "**Privacy Officer**" means the privacy official designated by the Covered Entity pursuant to and described by 45 C.F.R. § 164.530(a)(1) (as updated, amended or revised from time to time).

8.3 Protected Health Information (PHI). "**Protected Health Information**" or "**PHI**" is defined at 45 C.F.R. § 160.103 (as updated, amended or revised from time to time).

8.4 Required by Law. "**Required by Law**" is defined at 45 C.F.R. § 164.103 (as updated, amended or revised from time to time).

8.5 Electronic Protected Health Information (ePHI). "**Electronic Protected Health Information**" or "**ePHI**" is defined at 45 C.F.R § 160.103 (as updated, amended or revised from time to time).

8.6 Security Incident – "**Security Incident**" is defined at 45 C.F.R § 164.304 (as updated, amended or revised from time to time).

8.7 Breach. "**Breach**" is defined at 45 C.F.R. § 164.402 (as updated, amended or revised from time to time).

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE
CAREATC, INC.

By:_____
Name: Ryan Bailey

Title: Director of Legal and Corporate Development

Date: _____

COVERED ENTITY
CITY OF BOYNTON BEACH

By:_____
Name:_____

Title: _____

Date: _____

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
Office of the City Attorney

COBB.BAAv4.THR

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-143- Approve the renewal of property, casualty, and workers' compensation insurance coverage through Florida Municipal Trust (FMIT) and authorize the City Manager to sign all required documents for the term of the policy: October 1, 2022 through September 30, 2023. **(Postponed at the October 4, 2022 City Commission Meeting.)**

Explanation of Request: The Gehring Group, the City's risk insurance broker, negotiated a renewal with a net 2.3% increase across all lines of coverage for a total cost of $1,113,672.

How will this affect city programs or services? Excess insurance protects the City's financial interests for claims exceeding the City's self-insured retention (SIR) limits.

Fiscal Impact:
The total cost of $1,113,672 will be allocated among the following self-insurance fund budget line items:

522-1710-45-04 - Liability Insurance Package ($308,878)
522-1710-45-05 - Property Insurance Package ($645,449)
522-1710-45-09 - Workers' Compensation Excess Insurance ($99,345)
522-1710-49-17 - Other Contractual Services ($60,000)

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution approving renewal of Property, Casualty and Workers Compensation Insurance
Addendum	Risk Insurance Coverage and Rate Summary

RESOLUTION NO. R22-143

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING THE RENEWAL OF PROPERTY, CASUALTY, AND WORKERS' COMPENSATION INSURANCE COVERAGE WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) AND AUTHORIZE CITY MANAGER TO SIGN ALL REQUIRED DOCUMENTS FOR THE TERM OF THE POLICY: OCTOBER 1, 2022 - SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Gehring Group, the City's Risk Consultant, has The Gehring Group, the City's risk broker, negotiated a renewal with a net 2.3% increase across all lines of coverage for a total cost of $1,113,672.00; and

WHEREAS, staff recommends and the City Commission does hereby approve the renewal of Property, Casualty and Workers Compensation insurance coverage with FMIT for an annual amount of $1,113,672.00 for the period of October 1, 2022 to September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA AS FOLLOWS:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission hereby approves the renewal of the Property, Casualty and Workers Compensation insurance coverage with FMIT for an annual amount of $1,113,672.00 and authorizes the City Manager to sign the required documents for the policy term October 1, 2022 to September 30, 2023.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 4th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Property, Casualty & Workers Compensation Insurance Evaluation
2022-2023 Renewal Evaluation

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

	Current			*Renewal*		
	Florida Municipal Insurance Trust 2021-2022			**Florida Municipal Insurance Trust 2022-2023**		
Coverage Type	**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**
Property	$25,000 AOP 5% per Loc; min. $35,000 (NS)	$211,971,806 TIV Including Wind / Named Storm	$ 594,012	$25,000 AOP 5% TIV; min. $35,000 (Named Storm)	$211,971,098 TIV Including Wind / Named Storm	$ 645,449
Boiler & Machinery	$25,000 AOP	$ 50,000,000	Included in Property	$25,000 AOP	$ 50,000,000	Included in Property
Excess Flood	$25,000 Per Flood, Excl. A,V, Excess of NFIP	$ 5,000,000	Included in Property	$25,000 Per Flood, Excl. A,V, Excess of NFIP	$ 5,000,000	Included in Property
Inland Marine			Included in Property			Included in Property
Scheduled	Varies	$ 2,123,963		Varies	$ 2,123,963	
Unscheduled	Varies	$ 1,000,000		Varies	$ 1,000,000	
Equipment Breakdown	$25,000 AOP; 5% Named Storm	$ 50,000,000	Included in Property	$25,000 AOP; 5% Named Storm	$ 50,000,000	Included in Property
Crime Coverage			Included in Property			Included in Property
Employee Dishonesty:	$ 1,000	$ 50,000		$ 1,000	$ 50,000	
Theft of Money & Securities:	$ 1,000	$ 50,000		$ 1,000	$ 50,000	
Faithful Performance of Duty:	$ 1,000	$ 50,000		$ 1,000	$ 50,000	
Sub Total - Property			**$ 594,012**			**$ 645,449**
General Liability	$ 200,000	$2,000,000 per occ. / No Aggregate Limit	$ 161,446	$ 200,000	$2,000,000 per occ. / No Aggregate Limit	$ 185,049
Payroll Basis		$53,404,863.00				
Network Security & Privacy Liability	$ 200,000	$ 2,000,000	Included in POL/EPLI	$ 200,000	$ 2,000,000	Included in POL/EPLI
Public Official Liability & Employment Practices Liability	$ 200,000	$4,000,000 per claim / $4,000,000 agg.	Included in POL/EPLI	$ 200,000	$4,000,000 per claim / $4,000,000 agg.	Included in POL/EPLI
Law Enforcement Liability	$ 200,000	$2,000,000 per occ. / No Aggregate Limit	Included in POL/EPLI	$ 200,000	$2,000,000 per occ. / No Aggregate Limit	Included in POL/EPLI
Auto Liability	$ 100,000	$2,000,000 per occ. / No Aggregate Limit	$ 81,968	$ 100,000	$2,000,000 per occ. / No Aggregate Limit	$ 90,013
Auto Physical Damage			$ 31,364			$ 33,816
Comprehensive & Collision Coverage	$ 5,000	Per Schedule		$ 5,000	Per Schedule	
Sub Total - Liability & Automobile			**$ 274,778**			**$ 308,878**
Workers' Compensation (Excess)		Statutory	$ 101,277	$ -		$ 99,345
Payroll Basis		$72,850,000.00			$74,000,000.00	
SIR	500,000			500,000		
Sub Total - Workers' Comp			**$ 101,277**			**$ 99,345**
Package Premium:			**$ 970,067**			**$ 1,053,672**
Service Fee			**$ 60,000**			**$ 60,000**
Total Annual Premium			**$ 1,030,067**			**$ 1,113,672**
$ Increase or Decrease			**N/A**			**$ 23,605**
% Increase or Decrease			**N/A**			**2.3%**

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-151- Approve Award of Bid No. UTL22-036 for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project and authorize the City Manager to sign an Agreement and issue a Purchase Order to the lowest responsive and responsible bidder, B&B Underground Construction Inc. of West Palm Beach, Florida, in the amount of $2,645,441.75 plus a 10% contingency of $264,544.18 if needed, for staff approval of change orders for unforeseen conditions, for a total expenditure of $2,909,985.93 and approve the Utilities Capital Improvement Plan (CIP) roll over of 2,178,478.00 and budget transfer of $731,507.93 for the project.

Explanation of Request:
On July 21, 2022, Purchasing Services issued a Bid for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project with a mandatory pre-bid and site visit meeting held on August 4, 2022 in order to review the project with interested and qualified contractors. The purpose of the bid was to obtain the services of a licensed, qualified contractor to construct approximately 1,600 linear feet (LF) of drainage pipe, 25 drainage structures, a gravity outfall, an outfall built for emergency pumping, in addition to 1,130 LF of water main replacement. Ancillary items associated with the construction of the stormwater management system include but are not limited to sanitary and water service line adjustments, driveway replacements, curbing, roadway widening and restoration, and erosion control measures. The Project will be constructed entirely on City Right-of-Way (ROW) and easements dedicated to the City.

On August 23, 2022, the City received and electronically opened a total of three (3) submittals to this Bid. The submittals were reviewed by procurement, after reviewing the bid and references submitted by B&B Underground Construction Inc. City Staff, the design engineer, Baxter & Woodman, and Purchasing Services recommend this project be awarded to B&B Underground Construction Inc. as the lowest, responsive, responsible bidder.

	VENDOR(S) NAME	BID TOTAL
Bid Proposal #1	B & B Underground Construction, Inc.	$2,645,441.75
Bid Proposal #2	David Mancini & Sons	$3,010,053.00
Bid Proposal #3	CK Contractors & Development	$4,532,929.00

How will this affect city programs or services? The project encompasses an area of 10.33 acres located within a special flood hazard area (SFHA) that has been inundated with flooding for many years and as such has been designated as a repetitive loss area. This project will mitigate future flood risk for over 20 properties within the Lakeside Gardens community and replace aging water and sanitary sewer infrastructure along with providing flood protection upgrades in the neighborhood.

Fiscal Impact: Funding is available from the Utilities CIP budget and annual Prior Fiscal Year CIP rollover by Finance. In addition, Commission is being requested to approve the following budget transfers in the total amount of $731,507.93:

1. Storm 403-5000-538-65.09 UC1802 $121,624.87 from UC 2102
2. Water 403-5000-538-65.02 UC1802 $211,418.53 from WT 2102
3. Sanitary 403-5000-538-65.04 UC1802 $398,464.57 from SW 2001

The City obtained a Hazard Mitigation Grant Program (HMGP) grant from the Federal Emergency Management Agency (FEMA) for the construction of the drainage improvements portion of the project in the amount of $766,750, in addition to $34,002 for management cost, for a total of $800,752 for construction.

Alternatives:
Not award the construction contract at this time.

Strategic Plan: High Performing Organization, Public Health and Safety , Environmental Sustainability

Strategic Plan Application: Implementing this project will alleviate flooding in the Lakeside Garden area and also replace aging water, sewer and stormwater infrastructure, allowing utilities to provide a high level of service to residents.

Climate Action Application:

Is this a grant? Yes

Grant Amount: $800,752 for construction

Contracts

Vendor Name: B & B Underground Construction, Inc.

Start Date:

End Date:

Contract Value: $2,645,441.75

Minority Owned Contractor?:

Extension Available?:

Extension Explanation:

Attachments:

Type	Description
Resolution	Resolution approving the Award and Contract of the Lakeside Gardens Utility Improvement Project to B&B Underground
Contract	Construction Contract - City of Boynton Beach & B & B Underground Construction, Inc.
Bid	B&B Underground Construction Bid Proposal
Attachment	Bid Tabulation
Attachment	Bid Compliance
Attachment	B&W Recommendation Letter
Location Map	Lakside Gardens Map
Attachment	Lakeside Gardens Presentation

RESOLUTION NO. R22-151

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AWARD OF BID NO. UTL22-036 FOR "LAKESIDE GARDENS UTILITY STORMWATER AND WATER IMPROVEMENTS – PHASE II (GRANT FUNDED)" PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT AND ISSUE A PURCHASE ORDER TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, B&B UNDERGROUND CONSTRUCTION INC. OF WEST PALM BEACH, FLORIDA, IN THE AMOUNT OF $2,645,441.75 PLUS A 10% CONTINGENCY OF $264,544.18 IF NEEDED, FOR STAFF APPROVAL OF CHANGE ORDERS FOR UNFORESEEN CONDITIONS, FOR A TOTAL EXPENDITURE OF $2,909,985.93 AND APPROVE THE UTILITIES CAPITAL IMPROVEMENT PLAN (CIP) ROLL OVER OF 2,178,478.00 AND BUDGET TRANSFER OF $731,507.93 FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2022, Purchasing Services issued a Bid for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project with a mandatory pre-bid and site visit meeting held on August 4, 2022 in order to review the project with interested and qualified contractors; and

WHEREAS, The purpose of the bid was to obtain the services of a licensed, qualified contractor to construct approximately 1,600 linear feet (LF) of drainage pipe, 25 drainage structures, a gravity outfall, an outfall built for emergency pumping, in addition to 1,130 LF of water main replacement including ancillary items associated with the construction of the stormwater management system sanitary and water service line adjustments, driveway replacements, curbing, roadway widening and restoration, and erosion control measures; and

WHEREAS, on August 23, 2022, the City received and electronically opened a total of three (3) submittals to this Bid which were reviewed by procurement; and

WHEREAS, after reviewing the bid and references submitted by B&B Underground Construction Inc., City Staff, the design engineer, Baxter & Woodman, and Purchasing Services recommend this project be awarded to B&B Underground Construction Inc. as the lowest, responsive, responsible bidder; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to

approve award of Bid No. UTL22-036 for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project and authorize the City Manager to sign an Agreement and issue a Purchase Order to the lowest responsive and responsible bidder, B&B Underground Construction Inc. of West Palm Beach, Florida, in the amount of $2,645,441.75 plus a 10% contingency of $264,544.18 if needed, for staff approval of change orders for unforeseen conditions, for a total expenditure of $2,909,985.93 and approve the Utilities Capital Improvement Plan (CIP) roll over of 2,178,478.00 and budget transfer of $731,507.93 for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves award of Bid No. UTL22-036 for "Lakeside Gardens Utility Stormwater and Water Improvements – Phase II (Grant Funded)" project and authorize the City Manager to sign an Agreement and issue a Purchase Order to the lowest responsive and responsible bidder, B&B Underground Construction Inc. of West Palm Beach, Florida, in the amount of $2,645,441.75 plus a 10% contingency of $264,544.18 if needed, for staff approval of change orders for unforeseen conditions, for a total expenditure of $2,909,985.93 and approve the Utilities Capital Improvement Plan (CIP) roll over of 2,178,478.00 and budget transfer of $731,507.93 for the project, a copy of the Contract is attached hereto and incorporated herein as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

CONSTRUCTION CONTRACT
LAKESIDE GARDENS UTILITY STORMWATER AND WATER IMPROVEMENTS (GRANT FUNDED) – PHASE II

THIS AGREEMENT is entered into by and between the **CITY OF BOYNTON BEACH**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean Ave., Boynton Beach, FL 33435**, hereinafter referred to as **"CITY"**, and **B&B UNDERGROUND CONSTRUCTION, INC**. a [**corporation**] authorized to do business in the State of Florida, with a business address of **4050 Westgate Avenue, Suite 110, West Palm Beach, FL 33409**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related the [title of project]; and,

WHEREAS, at its meeting of **October 18, 2022**, by Resolution, the CITY Commission approved this award to CONTRACTOR and authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: **UTL22-036**.

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all labor, materials, and equipment and perform all the necessary services in the manner and form provided in the CITY's solicitation (herein referred to as "WORK") entitled: **[Bid No.: UTL22-036 Lakeside Gardens Utility Stormwater and Water Improvements – Phase II.**

Article 2. CONSULTANT.

CITY of Boynton Beach ("CONSULTANT") has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

3.1 **Contract Time**. The WORK will be substantially completed within **(365) [three hundred sixty-five]** calendar days from the effective date of this Agreement, when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within **60** calendar days from the date of Substantial Completion.

3.2 **Termination for Convenience**. This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) business days of written notice to CONTRACTOR for such termination. In the event of termination, CONTRACTOR shall be paid its compensation for services performed till the termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.3 **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.4 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense, and difficulties involved in proving in a legal preceding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, [**One Thousand Five Hundred**] Dollars **($1,500.00**) for each day of that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY [**Three Hundred Seventy**] Dollars **[$370.00**] for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed:

TWO MILLION SIX HUNDRED FOURTY FIVE THOUSAND FOUR HUNDRED FOURTY ONE AND SEVENTY-FIVE CENTS.

(Written)

$2,645,441.75
(Numerical)

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

5.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

5.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made

and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.

5.3 CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

5.4 Five percent (5) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached and acceptance by CITY.

5.5 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective Work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
d. Damage to another CONTRACTOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

5.6 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph 14.10.

5.7 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. <u>CONTRACTOR GUARANTEE.</u>

CONTRACTOR warrants all work, materials, and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 7. <u>CONTRACT DOCUMENTS</u>.

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

7.1 Request for Bid

7.2 Instructions to Proposers / Bidders

7.3 Proposal Forms (including the Proposal, Schedule(s), Information Required of Proposer / Bidder, and all required certificates, affidavits, and other documentation)

7.4 Contract

7.5 CONTRACTOR's Bid Bond, Performance and Payment Bond

7.6 General Conditions for Construction

7.7 Standard Terms and Conditions for Federally Funded Solicitations

7.8 Special Terms / Supplemental Conditions

7.9 Specifications and Technical Requirements

7.10 City Construction Standards and Details (available online at: www.boynton- beach.org/water-utilities/new-construction)

https://www.boynton-beach.org/engineering/new-construction-department-public-works-engineering-division

7.11 Geotechnical Report, Permits, Surveys, Easements Drawings entitled: Appendix A, Appendix B, Appendix C & Appendix D & Appendix E

ARTICLE 8. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

And if sent to the CONTRACTOR shall be mailed to:

B&B Underground Construction, Inc.
Attention: Steven Decker
4050 Westgate Avenue
Suite 110
West Palm Beach, FL 33409
Contact 561-249-0341
Email: sdecker@bbuconst.com

Article 9. INDEMNITY.

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, servants, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

9.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.

9.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

Article 10. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 11. FLORIDA'S PUBLIC RECORDS LAW.

Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07. The City is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

11.1 Keep and maintain public records required by the CITY to perform the service;

11.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statue or as otherwise provided by law;

11.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession once the CONTRACTOR transfers the records in its possession to the City; and,

11.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435
561-742-6060
CityClerk@bbfl.US

Article 12. E-VERIFY.

12.1 CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

12.1.1 Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

12.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to

comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Article 13. SCRUTINIZED COMPANIES.

By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. Proposer further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONTRACTOR of the City's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Article 14. MISCELLANEOUS.

14.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located in Palm Beach County.

14.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.3 City and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

14.4 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

14.5 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release City from all claims of liability by CONTRACTOR in connection with this Agreement.

14.6 At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

14.7 It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

14.8 This Agreement represents the entire and integrated agreement between City and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the CONTRACTOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

14.9 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Article 15. DEFAULT OF CONTRACT & REMEDIES.

15.1 **Correction of Work**. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.2 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.2.1 The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

15.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

15.2.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.2.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have

CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.3 **Remedies in Default**. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.3.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

15.3.2 CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

15.3.5 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

Article 16. FEDERAL REQUIREMENTS.

Notwithstanding anything to the contrary set forth herein, vendor shall comply with the all applicable federally required standard provisions whether set forth herein below, in 2 CFR Part 200, or otherwise. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement.

16.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

16.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall

include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

16.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

16.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

16.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

16.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

16.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

16.1.8 CONTRACTOR will include the provisions of paragraphs (16.1.1) through (16.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

16.2 **Davis-Bacon Act**. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

16.3 **Copeland "Anti-Kickback" Act**. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

16.4 **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

16.4.1 **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

16.4.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (16.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (16.4.1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (16.4.1) of this section.

16.4.3 **Withholding for unpaid wages and liquidated damages**. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (16.4.2) of this section.

16.4.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (16.4.1) through (16.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (16.4.1) through (16.4.4) of this section.

16.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16.5.1 **Clean Air Act**. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

16.5.2 **Federal Water Pollution Control Act**. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

16.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

16.6.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt.

180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

16.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16.8 **Compliance with State Energy Policy and Conservation Act**. CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16.9 **Procurement of Recovered Materials**. The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, U.S. DOT Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

16.11 **Rights to Inventions**. CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

16.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16.13 **Department of Homeland Security (DHS) Seal, Logo, and Flags**. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

16.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies,

procedures, and directives.

16.15 **Fraudulent Statements**. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

16.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

16.16.1 **Prohibitions**.

16.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

16.16.1.2 Unless an exception in paragraph 16.16.2 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

16.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

16.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

16.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

16.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

16.16.2 **Exceptions**.

16.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

16.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

16.16.3 **Reporting requirement**.

16.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 16.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

16.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 16.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 24.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

16.17 **Domestic Preference for Procurements**. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 2022.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

B&B UNDERGROUND CONSTRUCTION, INC.

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Michael D. Cirullo, Jr.
Office of the City Attorney

Attested/Authenticated:

_____
City Clerk

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of Contractor)

hereinafter called Contractor, and

_____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2022.

_____
Principal (Seal)

_____
Witness

_____
Title

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PERFORMANCE BOND

PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of contractor)

hereinafter called Principal, and _____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, for the use and benefit of claimants as here below defined, in the amount of

_____

Dollars ($_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2022, entered into a contract with Owner for _____
_____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

    a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claimant is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for when the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

    b. After the expiration of one (1) year following the date on which Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

    c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or

supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2022.

_____
Principal (Seal)

_____
Witness

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PAYMENT BOND

CITY OF BOYNTON BEACH
WARRANTY OF TITLE

STATE OF FLORIDA

COUNTY OF_____, being first duly sworn, deposes and says as follows:

He is

_____ of _____,
(Title) (Name of Corporation or Firm)

a Florida Corporation	(_____)	Check One
a Florida General Partnership	(_____)	
a Florida Limited Partnership	(_____)	
a Sole Proprietor	(_____)	

which is named in Construction Contract dated the _____ day of _____, 20____, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida as the OWNER, for the construction of _____ and Affiant is authorized to make this Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for Payment dated _____, passes to the Owner at the time of payment free and clear of all liens, and all laborers, material men and subcontractors have been paid for performing or furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

_____
Affiant

Sworn to and subscribed before me this
_____ day of _____, 2022.

_____
Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

END OF WARRANTY OF TITLE

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

UTL22-036 - Lakeside Gardens Utility Stormwater and Water Improvements - Phase II (Grant Funded)

Opening Date: July 21, 2022 9:35 AM

Closing Date: August 23, 2022 2:30 PM

Vendor Details

Company Name:	B&B Underground Construction Inc.
Address:	4050 Westgate Avenue, Suite 110 West Palm Beach, Florida 33409
Contact:	Felipe Lofaso
Email:	flofaso@bbuconst.com
Phone:	561-249-0341
Fax:	561-345-3767
HST#:	47-2946266

Submission Details

Created On:	Tuesday August 23, 2022 11:58:04
Submitted On:	Tuesday August 23, 2022 12:42:05
Submitted By:	Felipe Lofaso
Email:	flofaso@bbuconst.com
Transaction #:	2a30b31b-6dd6-4ed3-8e3a-9d4cc31d6d49
Submitter's IP Address:	50.244.172.129

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - Lakeside Gardens Utility Stormwater & Water Improvements - PH II

NOTE: BID PROPOSAL PRICE SHEET - Price Proposal Online Form

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of service required. The undersigned proposes to deliver the service in accordance with the specifications for “LAKESIDE GARDENS UTILITY STORMWATER AND WATER IMPROVEMENTS – PHASE II”.

THE BELOW UNIT PRICES MUST BE ENTERED ON THE BID PRICE PROPOSAL SHEET

GENERAL CONDITIONS

Item No. 5: - Indemnification - **PLEASE ENTER - Unit Price at $25.00**

ALLOWANCES

Item No. 47: Permit Fee Allowance - **PLEASE ENTER - Unit Price at $5,000.00**

Item No. 48: Landscaping Allowance - **PLEASE ENTER - Unit Price at $25,000.00**

Item No. 49: Tree Replacement Allowance - **PLEASE ENTER - Unit Price at $30,000.00**

Item No. 50a: Third Party Utility Expenses for Relocations or Support During Construction (Florida Power & Light, FPL) - **PLEASE ENTER - Unit Price at $40,000.00**

Item No. 50b: Third Party Utility Expenses for Relocations or Support During Construction (AT&T) - **PLEASE ENTER - Unit Price at $10,000.00**

Item No. 50c: Third Party Utility Expenses for Relocations or Support During Construction (Comcast) - **PLEASE ENTER - Unit Price at $10,000.00**

Item No. 50d: Third Party Utility Expenses for Relocations or Support During Construction (FPU) - **PLEASE ENTER - Unit Price at $50,000.00**

TOTAL FOR ALLOWANCES = $170,000.00

***NOTE:**

Award of Contract will be based ONLY on the Total Bid Price (not including the Allowances Total)

Bidders will complete the work in accordance with the contract documents and as further described in Section 01025.

ITEM NO	SC01025	DESCRIPTION	QUANITY	UNIT	UNIT PRICE *	VALUE	

1	1.11.A	Mobilization /Demobilization, Bonds, Insurance, General Requirements including utility locates and coordination. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	LUMP SUM	$126,350.0000	$ 126,350.00	*
2	1.11.B	Contractor to Develop and Implement, Maintenance of Traffic (MOT) Plan.	1	LUMP SUM	$38,750.0000	$ 38,750.00	*
3	1.11.C	As-Built Record Drawings	1	LUMP SUM	$22,000.0000	$ 22,000.00	*
4	1.11.D	Professional Pre-Construction Photographs and Professional Audio/Video of Construction Site.	1	LUMP SUM	$3,000.0000	$ 3,000.00	*
5	1.11.E	Indemnification	1	LUMP SUM	$25.0000	$ 25.00	*
6	1.11.F	Vibration Monitoring	1	LUMP SUM	$70,000.0000	$ 70,000.00	*
7	1.11.G	Clearing and Grubbing	1	LUMP SUM	$53,800.0000	$ 53,800.00	*
8	1.11.H	Tree Removal (5 inches in diameter or greater)	59	EACH	$678.0000	$ 40,002.00	*
9	1.11.I	Demolition and Removal of Concrete Curb	320	LF	$7.2000	$ 2,304.00	*
10	1.11.J	Removal & Disposal of Existing Pavement	3750	SY	$5.0000	$ 18,750.00	*
11a	1.11.K	Removal & Disposal of Existing Concrete Driveway or Walkway	370	SY	$18.9000	$ 6,993.00	*
11b	1.11.K	Removal & Disposal of Existing Asphalt Driveway or Walkway	150	SY	$7.5000	$ 1,125.00	*
11c	1.11.K	Removal & Disposal of Existing Gravel Driveway or Walkway	64	SY	$1.0000	$ 64.00	*
11d	1.11.K	Removal and Disposal of Paver Brick Driveway or Walkway	436	SY	$16.0000	$ 6,976.00	*
11e	1.11.K	Removal and Disposal of Decorative Stamped Concrete Driveway or Walkway	190	SY	$15.0000	$ 2,850.00	
12	1.11.L	Milling Existing Asphalt Pavement up to 1-1/2 inches of Depth	8	SY	$50.0000	$ 400.00	*
13	1.11.M	Furnishing and Installing FDOT Type SP – 12.5 Asphaltic Pavement (1-1/2 inch thick), includes the adjustment of manhole and covers and valve boxes, temporary pavement markings.	4400	SY	$14.5000	$ 63,800.00	*
14	1.11.N	8” thick Limerock/Shellrock (LBR 100) Base	4400	SY	$24.0000	$ 105,600.00	*
15	1.11.O	12” Stabilized Subgrade (LBR 40)	4400	SY	$7.0000	$ 30,800.00	
16	1.11.P	Open-Cut Trench Repair at US 1 and Potter Road Connection.	1	LUMP SUM	$3,500.0000	$ 3,500.00	
17a	1.11.Q	Concrete Driveway Apron or Walkway Replacement.	440	SY	$99.0000	$ 43,560.00	
17b	1.11.Q	Paver Brick Driveway Apron or Walkway Replacement w/New Paver Bricks.	350	SY	$106.0000	$ 37,100.00	
17c	1.11.Q	Paver Brick Driveway or Walkway Replacement w/Salvaged Paver Bricks.	350	SY	$97.0000	$ 33,950.00	
17d	1.11.Q	Stamped Concrete Driveway Apron or Walkway Replacement.	190	SY	$142.0000	$ 26,980.00	
18a	1.11.R	Valley Gutter	3127	LF	$40.0000	$ 125,080.00	
18b	1.11.R	FDOT Type “F” Curb and Gutter (2’)	242	LF	$46.0000	$ 11,132.00	
18c	1.11.R	FDOT Type “D” Curb	60	LF	$20.0000	$ 1,200.00	
18d	1.11.R	12” Header Curb	18	LF	$67.0000	$ 1,206.00	
19	1.11.S	Furnish and Install Thermoplastic Pavement Markings.	1	LUMP SUM	$3,000.0000	$ 3,000.00	
20	1.11.T	Removal and Replacement of Road Signage.	1	LUMP SUM	$1,500.0000	$ 1,500.00	
21a	1.11.U	Remove Existing 4" Asbestos Cement Water Main, including Caps.	525	LF	$35.5000	$ 18,637.50	
21b	1.11.U	Remove Existing 6" Asbestos Cement Water Main, including Caps.	453	LF	$35.0000	$ 15,855.00	

21c	1.11.U	Remove Existing 8" Asbestos Cement Water Main, including Caps.	20	LF	$20.0000	$ 400.00
22a	1.11.V	Abandon In-Place and Grout Existing 2" Water Main, including Caps.	190	LF	$13.5000	$ 2,565.00
22b	1.11.V	Abandon In-Place and Grout Existing 4" Water Main, including Caps.	295	LF	$10.5000	$ 3,097.50
22c	1.11.V	Abandon In-Place and Grout Existing 6" Water Main, including Caps.	160	LF	$20.7500	$ 3,320.00
22d	1.11.V	Abandon In-Place and Grout Existing 8" Water Main, including Caps.	8	LF	$50.0000	$ 400.00
23	1.11.W	Adjust Existing Fire Hydrant Assembly.	2	EACH	$3,000.0000	$ 6,000.00
24	1.11.X	Furnish and Install Fire Hydrant Assembly.	2	EACH	$7,900.0000	$ 15,800.00
25a	1.11.Y	8” Restrained Joint PVC C-900 (DR18) Water Main Pipe	325	LF	$110.0000	$ 35,750.00
25b	1.11.Y	8” Push-On Joint PVC C-900 (DR18) Water Main Pipe	553	LF	$55.0000	$ 30,415.00
26a	1.11.Z	8” Restrained Joint Ductile Iron (DIP) Water Main Pipe	55	LF	$95.0000	$ 5,225.00
26b	1.11.Z	8” Push-On Joint Ductile Iron (DIP) Water Main Pipe	160	LF	$65.0000	$ 10,400.00
27	1.11.AA	8-Inch Restrained Gate Valve and Appurtenances	4	EACH	$2,550.0000	$ 10,200.00
28a	1.11.BB	1" Single Water Service Connection - Short Side	8	EACH	$1,550.0000	$ 12,400.00
28b	1.11.BB	1" Single Water Service Connection - Long Side	13	EACH	$2,300.0000	$ 29,900.00
29	1.11.CC	Split Casing	1	EACH	$6,150.0000	$ 6,150.00
30	1.11.DD	Pigging, Testing and Disinfection of Water Mains (including Fill & Flush Assemblies).	1	LUMP SUM	$11,600.0000	$ 11,600.00
31	1.11.EE	Closed Circuit Television Inspection of Sewer Pipe.	1640	LF	$4.0000	$ 6,560.00
32	1.11.FF	Abandonment and Removal or Grouting of Existing Sewer Lateral.	40	EACH	$200.0000	$ 8,000.00
33a	1.11.GG	6” PVC C900 SDR18 Sewer Lateral Installation, Including Cleanout w/Meter Box.	21	EACH	$5,150.0000	$ 108,150.00
33b	1.11.GG	6" PVC C900 SDR18 Sewer Lateral Installation, Including Cleanout w/ Mini Manhole.	11	EACH	$5,250.0000	$ 57,750.00
34a	1.11.HH	Abandon, Removal, and Disposal of Existing 8” Pipe Culvert.	283	LF	$9.2500	$ 2,617.75
34b	1.11.HH	Abandon, Removal, and Disposal of Existing 20” Pipe Culvert.	50	LF	$20.0000	$ 1,000.00
35	1.11.II	Abandonment, Removal and Disposal of Existing Drainage Structure.	6	EACH	$1,300.0000	$ 7,800.00
36	1.11.JJ	Modifications to the N. Lake Drive Outfall (2505 N. Lake Drive).	1	LUMP SUM	$5,000.0000	$ 5,000.00
37a	1.11.KK	Potter Road Outfall – 6” PVC Discharge Piping & Discharge Flanged Piping.	172	LF	$86.0000	$ 14,792.00
37b	1.11.KK	Potter Road Outfall – 6” Bypass Pumping Assembly.	1	LUMP SUM	$6,900.0000	$ 6,900.00
37c	1.11.KK	Potter Road Outfall Coring of Existing Seawall and Alterations.	1	LUMP SUM	$42,500.0000	$ 42,500.00
37d	1.11.KK	Potter Road Outfall Manatee Grate and Backflow Valve.	1	LUMP SUM	$36,500.0000	$ 36,500.00
37e	1.11.KK	Potter Road Outfall Seawall Engineering Services.	1	LUMP SUM	$1,000.0000	$ 1,000.00
38a	1.11.LL	Storm Structure – Inlet, FDOT Type D	4	EACH	$14,075.0000	$ 56,300.00
38b	1.11.LL	Storm Structure – Inlet, FDOT Type D Valley Gutter	12	EACH	$10,500.0000	$ 126,000.00

38c	1.11.LL	Storm Structure – Inlet, FDOT Type D 10 Inlet	1	EACH	$13,900.0000	$ 13,900.00
38d	1.11.LL	Storm Structure – Inlet, C-4 4' Dia. Valley Gutter	3	EACH	$17,000.0000	$ 51,000.00
38e	1.11.LL	Storm Structure – 4' Dia. Conflict Structure	1	EACH	$24,200.0000	$ 24,200.00
38f	1.11.LL	Storm Structure – 5' Dia. Conflict Structure	1	EACH	$24,800.0000	$ 24,800.00
39a	1.11.MM	Class III 15" RCP Drainage Pipe	151	LF	$273.0000	$ 41,223.00
39b	1.11.MM	Class III 18" RCP Drainage Pipe	414	LF	$223.0000	$ 92,322.00
39c	1.11.MM	Class III 24" RCP Drainage Pipe	701	LF	$250.0000	$ 175,250.00
39d	1.11.MM	Class III 36" RCP Drainage Pipe	328	LF	$660.0000	$ 216,480.00
40	1.11.NN	Modify Existing Storm Structures Openings.	3	EACH	$2,950.0000	$ 8,850.00
41	1.11.OO	Over-Excavation and Disposal of Unsuitable Material.	500	CY	$11.2500	$ 5,625.00
42	1.11.PP	Imported, Placed and Compacted Suitable Backfill Material.	1000	CY	$14.7500	$ 14,750.00
43	1.11.QQ	Flowable Fill, 100 psi Excavatable	100	CY	$200.0000	$ 20,000.00
44	1.11.RR	Sodding	2500	SY	$19.6000	$ 49,000.00
45	1.11.SS	Dewatering System Complete	1	LUMP SUM	$156,000.0000	$ 156,000.00
46	1.11.TT	Mailbox Removal and Relocation	28	EACH	$45.0000	$ 1,260.00
47	1.11.UU	Permit Fee Allowance	1	LUMP SUM	$5,000.0000	$ 5,000.00
48	1.11.VV	Landscaping Allowance	1	LUMP SUM	$25,000.0000	$ 25,000.00
49	1.11.WW	Tree Replacement Allowance	1	LUMP SUM	$30,000.0000	$ 30,000.00
50a	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (Florida Power & Light, FPL).	1	LUMP SUM	$40,000.0000	$ 40,000.00
50b	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (AT&T).	1	LUMP SUM	$10,000.0000	$ 10,000.00
50c	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (Comcast).	1	LUMP SUM	$10,000.0000	$ 10,000.00
50d	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (FPU).	1	LUMP SUM	$50,000.0000	$ 50,000.00
					Subtotal:	$ 2,645,441.75

Summary Table

Bid Form	Amount
BID PROPOSAL - Lakeside Gardens Utility Stormwater & Water Improvements - PH II	$ 2,645,441.75
Subtotal Contract Amount:	$ 2,645,441.75

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not applicable	*
Date of Issuance	Input response in comments box to the right	Not applicable	*

Letter of interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	B&B Underground Construction, Inc. is a local certified small business in Palm Beach County actively engaged in the underground piping, roadway and neighborhood improvement construction business since 2015. B&B Underground has successfully completed numerous similar projects in Palm Beach County on time and under budget. B&B Underground Construction, Inc. is firmly committed to starting this project and dedicating the resources necessary to furnish, install and coordinate with the stakeholders through completion. B&B Underground is prepared to be an active participant with the affected neighborhood to minimize disruptions and provide a quality turn-key project for the City.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

References

In order to be considered for this project**, the Bidder must** list two (2) successfully completed or in progress projects of similar scope and complexity in the State of Florida.

List the minimum number of two (2) successfully completed projects of similar scope of work and complexity which shows experience and demonstrates expertise in providing the services as stated herein

Description	Reference 1 *	Reference 2 *
Name of Firm:	City of Lake Worth Beach	City of Riviera Beach
Scope of Work:	The improvements consisted of neighborhood improvements including a new 8" watermain, new drainage system, sewer lateral upgrades and lining, roadway reconstruction, ADA improvements, concrete sidewalks and driveways, and all associated restoration (sodding, striping, signage).	The improvements consisted of neighborhood improvements including a new watermain, drainage system, sanitary sewer system, roadway reconstruction, ADA improvements, sidewalks and driveways, street lighting, and all associated restoration work (sodding, striping, signage)
Project Location:	Tropical Drive and Barton Court	City of Riviera Beach
Cost of Service:	$3,100,000	$4,900,000
Start Date of Service:	January 2016	January 2017
End Date of Service:	November 2016	March 2019
Contact Person:	Giles Rhoads, PE	Terrence Bailey, PE
Title:	Assistant Director Water Utilities	Director of Public Works
Email:	grhoads@lakeworthbeachfl.gov	tbailey@rivierabeach.org
Phone #:	561-586-1640	561-848-4184

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract	
Li Donni Company	17863 103rd Terrace North, Jupiter, FL 33478	Paving	Not applicable	$55,000	2%	*
Spada Flatwork	8464 Belvedere Rd, West Palm Beach FL 33411	Concrete flatwork and curbing	CBC1260264	$188,000	7.5%	

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form - Bid Form.pdf - Tuesday August 23, 2022 12:32:34
- Bid Bond Forms - Bid Bond.pdf - Tuesday August 23, 2022 12:32:47
- Bidder's Qualification Statement - Bidders Qualification Statement.pdf - Tuesday August 23, 2022 12:32:57
- Anti-Kickback Affidavit - Anti-Kickback Affidavit.pdf - Tuesday August 23, 2022 12:33:05
- Non-Collusion Affidavit of Bidder - Non-Collusion Affidavit.pdf - Tuesday August 23, 2022 12:33:13
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to Florida Statute 287.135.pdf - Tuesday August 23, 2022 12:33:24
- Warranties and Trench Safety Act Affidavit - Warranties and Trench Safety Affidavit.pdf - Tuesday August 23, 2022 12:35:50
- E-Verify Form Pursuant to Florida Statute § 448.095 - E-Verify form.pdf - Tuesday August 23, 2022 12:35:58
- Bidder's Site Inspection Confirmation Form - Bidders Site Inspection Confirmation.pdf - Tuesday August 23, 2022 12:36:08
- Certificates, Licenses and Business Permits, W-9 - Certificates, Licenses, Business Permits, W-9.pdf - Tuesday August 23, 2022 12:36:21
- Additional Document - Additional Document.pdf - Tuesday August 23, 2022 12:36:39

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Bidders are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the award the Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Bid Bond.pdf - Tuesday August 23, 2022 12:37:37

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to secure services of a qualified Contractor to construct approximately 1,600 linear feet (LF) of drainage pipe, 25 drainage structures, a gravity outfall, an outfall built for emergency pumping, in addition to 1,130 LF of water main replacement. Ancillary items associated with the construction of the stormwater management system include but are not limited to sanitary and water service line adjustments, driveway replacements, curbing, roadway widening and restoration, and erosion control measures.

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The bidder shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the bidder is notified in writing of a deficiency in the work provided, within one year from completion of the work, the bidder shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach

P.O. Box 310

Boynton Beach, Florida 33425-0310

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Contractor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as

found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards to include the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Public Works Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting or oversight of the same, and the Contractor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Public Works Director or his representative shall decide all questions, difficulties and disputes of any nature which may arise relative to the interpretation of the Specifications, construction, prosecution and fulfillment of the Contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Contractor or the Contractor's Performance and Payment Bond. By submitting a bid, the Contractor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS:

The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material and dimensions except when the Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Project Manager or his representative and the Contractor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Contractor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Contractor. The Contractor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.

b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Project Manager or his representative at all times. The Contractor shall submit for approval by the Project Manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

c. It is expressly understood that the Contractor is in all respects an independent Contractor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Project Manager or his representative, and is in no respect an agent, servant or employee of the City.

RESTORATION OF PROPERTY:

Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings or underground utilities.

DELAYS:

a. If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Project Manager or his representative within seven

(7) days from Contractor's knowledge of a delay. Contractor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Contractor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Contractor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Contractor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Contractor fails to start the work within the time specified, and if the City should nevertheless permit the Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

d. Liability of the Contractor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Contractor shall provide the services of all workmen, mechanics, tradesmen and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Contractor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.

b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Contractor shall perform his work in proper sequence to the work or other contractors and to acts or operations of the City, and shall properly join his work to existing or new construction.

c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Contractor shall remove, reconstruct, replace and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered.

FINAL CLEAN UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Contractor shall remove from the site completed, all machinery, equipment surplus and discarded materials and temporary structures. The disposal of all materials, rubbish and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from site and deposited on adjacent or nearby property will not be considered as having been disposed of properly.

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall

include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Stephen Decker, President, B&B Underground Construction, Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 2 - UTL22-036 - Lakeside Gardens Utility Stormwater and Water Improvements Phase II (Grant Funded) Thu August 18 2022 12:35 PM	☑	17
Addendum No. 1 - UTL22-036 - Lakeside Gardens Utility Stormwater and Water Improvements Phase II (Grant Funded) Wed August 17 2022 04:57 PM	☑	28

UTL22-036 - Lakeside Gardens Utility Stormwater and Water Improvements - Phase II (Grant Funded) - Quote Form - BID PROPOSAL

					B&B Underground Construction Inc.		DAVID MANCINI & SONS		CK Contractors & Development	
					Submission 1		Submission 1		Submission 1	
ITEM NO	SC01025	DESCRIPTION	QUANITY	UNIT	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE
1	1.11.A	Mobilization /Demobilization Bonds Insurance General Requirements including utility locates and coordination. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	LUMP SUM	$ 126,350.0000	$126,350.00	$ 175,000.0000	$175,000.00	$ 250,000.0000	$250,000.00
2	1.11.B	Contractor to Develop and Implement Maintenance of Traffic (MOT) Plan.	1	LUMP SUM	$ 38,750.0000	$38,750.00	$ 50,500.0000	$50,500.00	$ 43,500.0000	$43,500.00
3	1.11.C	As-Built Record Drawings	1	LUMP SUM	$ 22,000.0000	$22,000.00	$ 59,000.0000	$59,000.00	$ 98,000.0000	$98,000.00
4	1.11.D	Professional Pre-Construction Photographs and Professional Audio/Video of Construction Site.	1	LUMP SUM	$ 3,000.0000	$3,000.00	$ 15,000.0000	$15,000.00	$ 3,350.0000	$3,350.00
5	1.11.E	Indemnification	1	LUMP SUM	$ 25.0000	$25.00	$ 25.0000	$25.00	$ 25.0000	$25.00
6	1.11.F	Vibration Monitoring	1	LUMP SUM	$ 70,000.0000	$70,000.00	$ 15,000.0000	$15,000.00	$ 7,400.0000	$7,400.00
7	1.11.G	Clearing and Grubbing	1	LUMP SUM	$ 53,800.0000	$53,800.00	$ 100,000.0000	$100,000.00	$ 18,900.0000	$18,900.00
8	1.11.H	Tree Removal (5 inches in diameter or greater)	59	EACH	$ 678.0000	$40,002.00	$ 500.0000	$29,500.00	$ 485.0000	$28,615.00
9	1.11.I	Demolition and Removal of Concrete Curb	320	LF	$ 7.2000	$2,304.00	$ 4.0000	$1,280.00	$ 37.0000	$11,840.00
10	1.11.J	Removal & Disposal of Existing Pavement	3750	SY	$ 5.0000	$18,750.00	$ 14.0000	$52,500.00	$ 11.5000	$43,125.00
11a	1.11.K	Removal & Disposal of Existing Concrete Driveway or Walkway	370	SY	$ 18.9000	$6,993.00	$ 43.0000	$15,910.00	$ 26.5000	$9,805.00
11b	1.11.K	Removal & Disposal of Existing Asphalt Driveway or Walkway	150	SY	$ 7.5000	$1,125.00	$ 32.0000	$4,800.00	$ 88.5000	$13,275.00
11c	1.11.K	Removal & Disposal of Existing Gravel Driveway or Walkway	64	SY	$ 1.0000	$64.00	$ 13.0000	$832.00	$ 122.0000	$7,808.00
11d	1.11.K	Removal and Disposal of Paver Brick Driveway or Walkway	436	SY	$ 16.0000	$6,976.00	$ 30.0000	$13,080.00	$ 48.5000	$21,146.00
11e	1.11.K	Removal and Disposal of Decorative Stamped Concrete Driveway or Walkway	190	SY	$ 15.0000	$2,850.00	$ 43.0000	$8,170.00	$ 57.0000	$10,830.00
12	1.11.L	Milling Existing Asphalt Pavement up to 1-1/2 inches of Depth	8	SY	$ 50.0000	$400.00	$ 400.0000	$3,200.00	$ 449.0000	$3,592.00
13	1.11.M	Furnishing and Installing FDOT Type SP – 12.5 Asphaltic Pavement (1-1/2 inch thick) includes the adjustment of manhole and covers and valve boxes temporary pavement markings.	4400	SY	$ 14.5000	$63,800.00	$ 30.0000	$132,000.00	$ 10.5000	$46,200.00
14	1.11.N	8” thick Limerock/Shellrock (LBR 100) Base	4400	SY	$ 24.0000	$105,600.00	$ 40.0000	$176,000.00	$ 28.5000	$125,400.00
15	1.11.O	12” Stabilized Subgrade (LBR 40)	4400	SY	$ 7.0000	$30,800.00	$ 12.0000	$52,800.00	$ 22.5000	$99,000.00
16	1.11.P	Open-Cut Trench Repair at US 1 and Potter Road Connection.	1	LUMP SUM	$ 3,500.0000	$3,500.00	$ 15,000.0000	$15,000.00	$ 11,600.0000	$11,600.00
17a	1.11.Q	Concrete Driveway Apron or Walkway Replacement.	440	SY	$ 99.0000	$43,560.00	$ 60.0000	$26,400.00	$ 116.0000	$51,040.00
17b	1.11.Q	Paver Brick Driveway Apron or Walkway Replacement w/New Paver Bricks.	350	SY	$ 106.0000	$37,100.00	$ 135.0000	$47,250.00	$ 139.0000	$48,650.00
17c	1.11.Q	Paver Brick Driveway or Walkway Replacement w/Salvaged Paver Bricks.	350	SY	$ 97.0000	$33,950.00	$ 70.0000	$24,500.00	$ 153.0000	$53,550.00
17d	1.11.Q	Stamped Concrete Driveway Apron or Walkway Replacement.	190	SY	$ 142.0000	$26,980.00	$ 120.0000	$22,800.00	$ 183.0000	$34,770.00
18a	1.11.R	Valley Gutter	3127	LF	$ 40.0000	$125,080.00	$ 30.0000	$93,810.00	$ 35.0000	$109,445.00
18b	1.11.R	FDOT Type “F” Curb and Gutter (2’)	242	LF	$ 46.0000	$11,132.00	$ 30.0000	$7,260.00	$ 77.5000	$18,755.00
18c	1.11.R	FDOT Type “D” Curb	60	LF	$ 20.0000	$1,200.00	$ 50.0000	$3,000.00	$ 43.0000	$2,580.00
18d	1.11.R	12” Header Curb	18	LF	$ 67.0000	$1,206.00	$ 125.0000	$2,250.00	$ 43.0000	$774.00
19	1.11.S	Furnish and Install Thermoplastic Pavement Markings.	1	LUMP SUM	$ 3,000.0000	$3,000.00	$ 16,000.0000	$16,000.00	$ 3,065.0000	$3,065.00
20	1.11.T	Removal and Replacement of Road Signage.	1	LUMP SUM	$ 1,500.0000	$1,500.00	$ 2,500.0000	$2,500.00	$ 8,670.0000	$8,670.00
21a	1.11.U	Remove Existing 4" Asbestos Cement Water Main including Caps.	525	LF	$ 35.5000	$18,637.50	$ 40.0000	$21,000.00	$ 173.0000	$90,825.00
21b	1.11.U	Remove Existing 6" Asbestos Cement Water Main including Caps.	453	LF	$ 35.0000	$15,855.00	$ 40.0000	$18,120.00	$ 173.0000	$78,369.00
21c	1.11.U	Remove Existing 8" Asbestos Cement Water Main including Caps.	20	LF	$ 20.0000	$400.00	$ 40.0000	$800.00	$ 238.0000	$4,760.00
22a	1.11.V	Abandon In-Place and Grout Existing 2" Water Main including Caps.	190	LF	$ 13.5000	$2,565.00	$ 16.0000	$3,040.00	$ 226.0000	$42,940.00
22b	1.11.V	Abandon In-Place and Grout Existing 4" Water Main including Caps.	295	LF	$ 10.5000	$3,097.50	$ 19.0000	$5,605.00	$ 224.0000	$66,080.00
22c	1.11.V	Abandon In-Place and Grout Existing 6" Water Main including Caps.	160	LF	$ 20.7500	$3,320.00	$ 22.0000	$3,520.00	$ 226.0000	$36,160.00
22d	1.11.V	Abandon In-Place and Grout Existing 8" Water Main including Caps.	8	LF	$ 50.0000	$400.00	$ 22.0000	$176.00	$ 953.0000	$7,624.00
23	1.11.W	Adjust Existing Fire Hydrant Assembly.	2	EACH	$ 3,000.0000	$6,000.00	$ 4,200.0000	$8,400.00	$ 8,765.0000	$17,530.00
24	1.11.X	Furnish and Install Fire Hydrant Assembly.	2	EACH	$ 7,900.0000	$15,800.00	$ 13,500.0000	$27,000.00	$ 12,200.0000	$24,400.00
25a	1.11.Y	8” Restrained Joint PVC C-900 (DR18) Water Main Pipe	325	LF	$ 110.0000	$35,750.00	$ 180.0000	$58,500.00	$ 256.0000	$83,200.00
25b	1.11.Y	8” Push-On Joint PVC C-900 (DR18) Water Main Pipe	553	LF	$ 55.0000	$30,415.00	$ 130.0000	$71,890.00	$ 250.0000	$138,250.00
26a	1.11.Z	8” Restrained Joint Ductile Iron (DIP) Water Main Pipe	55	LF	$ 95.0000	$5,225.00	$ 250.0000	$13,750.00	$ 300.0000	$16,500.00
26b	1.11.Z	8” Push-On Joint Ductile Iron (DIP) Water Main Pipe	160	LF	$ 65.0000	$10,400.00	$ 200.0000	$32,000.00	$ 261.0000	$41,760.00
27	1.11.AA	8-Inch Restrained Gate Valve and Appurtenances	4	EACH	$ 2,550.0000	$10,200.00	$ 6,400.0000	$25,600.00	$ 9,090.0000	$36,360.00
28a	1.11.BB	1" Single Water Service Connection - Short Side	8	EACH	$ 1,550.0000	$12,400.00	$ 3,500.0000	$28,000.00	$ 8,295.0000	$66,360.00
28b	1.11.BB	1" Single Water Service Connection - Long Side	13	EACH	$ 2,300.0000	$29,900.00	$ 5,000.0000	$65,000.00	$ 8,295.0000	$107,835.00
29	1.11.CC	Split Casing	1	EACH	$ 6,150.0000	$6,150.00	$ 15,000.0000	$15,000.00	$ 11,500.0000	$11,500.00
30	1.11.DD	Pigging Testing and Disinfection of Water Mains (including Fill & Flush Assemblies).	1	LUMP SUM	$ 11,600.0000	$11,600.00	$ 25,000.0000	$25,000.00	$ 12,400.0000	$12,400.00
31	1.11.EE	Closed Circuit Television Inspection of Sewer Pipe.	1640	LF	$ 4.0000	$6,560.00	$ 10.0000	$16,400.00	$ 12.0000	$19,680.00
32	1.11.FF	Abandonment and Removal or Grouting of Existing Sewer Lateral.	40	EACH	$ 200.0000	$8,000.00	$ 1,400.0000	$56,000.00	$ 2,255.0000	$90,200.00
33a	1.11.GG	6” PVC C900 SDR18 Sewer Lateral Installation Including Cleanout w/Meter Box.	21	EACH	$ 5,150.0000	$108,150.00	$ 4,500.0000	$94,500.00	$ 15,100.0000	$317,100.00
33b	1.11.GG	6" PVC C900 SDR18 Sewer Lateral Installation Including Cleanout w/ Mini Manhole.	11	EACH	$ 5,250.0000	$57,750.00	$ 4,500.0000	$49,500.00	$ 8,795.0000	$96,745.00
34a	1.11.HH	Abandon Removal and Disposal of Existing 8” Pipe Culvert.	283	LF	$ 9.2500	$2,617.75	$ 205.0000	$58,015.00	$ 155.0000	$43,865.00
34b	1.11.HH	Abandon Removal and Disposal of Existing 20” Pipe Culvert.	50	LF	$ 20.0000	$1,000.00	$ 170.0000	$8,500.00	$ 155.0000	$7,750.00
35	1.11.II	Abandonment Removal and Disposal of Existing Drainage Structure.	6	EACH	$ 1,300.0000	$7,800.00	$ 2,500.0000	$15,000.00	$ 6,130.0000	$36,780.00
36	1.11.JJ	Modifications to the N. Lake Drive Outfall (2505 N. Lake Drive).	1	LUMP SUM	$ 5,000.0000	$5,000.00	$ 35,000.0000	$35,000.00	$ 11,200.0000	$11,200.00
37a	1.11.KK	Potter Road Outfall – 6” PVC Discharge Piping & Discharge Flanged Piping.	172	LF	$ 86.0000	$14,792.00	$ 350.0000	$60,200.00	$ 143.0000	$24,596.00
37b	1.11.KK	Potter Road Outfall – 6” Bypass Pumping Assembly.	1	LUMP SUM	$ 6,900.0000	$6,900.00	$ 35,000.0000	$35,000.00	$ 14,300.0000	$14,300.00
37c	1.11.KK	Potter Road Outfall Coring of Existing Seawall and Alterations.	1	LUMP SUM	$ 42,500.0000	$42,500.00	$ 25,000.0000	$25,000.00	$ 30,300.0000	$30,300.00
37d	1.11.KK	Potter Road Outfall Manatee Grate and Backflow Valve.	1	LUMP SUM	$ 36,500.0000	$36,500.00	$ 100,000.0000	$100,000.00	$ 13,500.0000	$13,500.00
37e	1.11.KK	Potter Road Outfall Seawall Engineering Services.	1	LUMP SUM	$ 1,000.0000	$1,000.00	$ 23,550.0000	$23,550.00	$ 6,130.0000	$6,130.00
38a	1.11.LL	Storm Structure – Inlet FDOT Type D	4	EACH	$ 14,075.0000	$56,300.00	$ 4,500.0000	$18,000.00	$ 7,630.0000	$30,520.00
38b	1.11.LL	Storm Structure – Inlet FDOT Type D Valley Gutter	12	EACH	$ 10,500.0000	$126,000.00	$ 4,500.0000	$54,000.00	$ 6,525.0000	$78,300.00
38c	1.11.LL	Storm Structure – Inlet FDOT Type D 10 Inlet	1	EACH	$ 13,900.0000	$13,900.00	$ 4,500.0000	$4,500.00	$ 16,700.0000	$16,700.00
38d	1.11.LL	Storm Structure – Inlet C-4 4’ Dia. Valley Gutter	3	EACH	$ 17,000.0000	$51,000.00	$ 4,500.0000	$13,500.00	$ 10,400.0000	$31,200.00
38e	1.11.LL	Storm Structure – 4’ Dia. Conflict Structure	1	EACH	$ 24,200.0000	$24,200.00	$ 6,500.0000	$6,500.00	$ 16,300.0000	$16,300.00
38f	1.11.LL	Storm Structure – 5’ Dia. Conflict Structure	1	EACH	$ 24,800.0000	$24,800.00	$ 7,000.0000	$7,000.00	$ 17,100.0000	$17,100.00
39a	1.11.MM	Class III 15” RCP Drainage Pipe	151	LF	$ 273.0000	$41,223.00	$ 170.0000	$25,670.00	$ 301.0000	$45,451.00
39b	1.11.MM	Class III 18” RCP Drainage Pipe	414	LF	$ 223.0000	$92,322.00	$ 190.0000	$78,660.00	$ 352.0000	$145,728.00
39c	1.11.MM	Class III 24” RCP Drainage Pipe	701	LF	$ 250.0000	$175,250.00	$ 210.0000	$147,210.00	$ 444.0000	$311,244.00
39d	1.11.MM	Class III 36" RCP Drainage Pipe	328	LF	$ 660.0000	$216,480.00	$ 260.0000	$85,280.00	$ 1,045.0000	$342,760.00
40	1.11.NN	Modify Existing Storm Structures Openings.	3	EACH	$ 2,950.0000	$8,850.00	$ 800.0000	$2,400.00	$ 6,945.0000	$20,835.00
41	1.11.OO	Over-Excavation and Disposal of Unsuitable Material.	500	CY	$ 11.2500	$5,625.00	$ 35.0000	$17,500.00	$ 56.5000	$28,250.00
42	1.11.PP	Imported Placed and Compacted Suitable Backfill Material.	1000	CY	$ 14.7500	$14,750.00	$ 25.0000	$25,000.00	$ 52.0000	$52,000.00
43	1.11.QQ	Flowable Fill 100 psi Excavatable	100	CY	$ 200.0000	$20,000.00	$ 700.0000	$70,000.00	$ 386.0000	$38,600.00
44	1.11.RR	Sodding	2500	SY	$ 19.6000	$49,000.00	$ 30.0000	$75,000.00	$ 3.8000	$9,500.00
45	1.11.SS	Dewatering System Complete	1	LUMP SUM	$ 156,000.0000	$156,000.00	$ 30,000.0000	$30,000.00	$ 394,000.0000	$394,000.00
46	1.11.TT	Mailbox Removal and Relocation	28	EACH	$ 45.0000	$1,260.00	$ 550.0000	$15,400.00	$ 169.0000	$4,732.00
47	1.11.UU	Permit Fee Allowance	1	LUMP SUM	$ 5,000.0000	$5,000.00	$ 5,000.0000	$5,000.00	$ 5,000.0000	$5,000.00
48	1.11.VV	Landscaping Allowance	1	LUMP SUM	$ 25,000.0000	$25,000.00	$ 25,000.0000	$25,000.00	$ 25,000.0000	$25,000.00
49	1.11.WW	Tree Replacement Allowance	1	LUMP SUM	$ 30,000.0000	$30,000.00	$ 30,000.0000	$30,000.00	$ 30,000.0000	$30,000.00
50a	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (Florida Power & Light FPL).	1	LUMP SUM	$ 40,000.0000	$40,000.00	$ 40,000.0000	$40,000.00	$ 40,000.0000	$40,000.00
50b	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (AT&T).	1	LUMP SUM	$ 10,000.0000	$10,000.00	$ 10,000.0000	$10,000.00	$ 10,000.0000	$10,000.00
50c	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (Comcast).	1	LUMP SUM	$ 10,000.0000	$10,000.00	$ 10,000.0000	$10,000.00	$ 10,000.0000	$10,000.00
50d	1.11.XX	Third Party Utility Expenses for Relocations or Support During Construction (FPU).	1	LUMP SUM	$ 50,000.0000	$50,000.00	$ 50,000.0000	$50,000.00	$ 50,000.0000	$50,000.00
Subtotal:						$2,645,441.75		$3,010,053.00		$4,532,929.00

UTL22-036 - Lakeside Gardens Utility Stormwater and Water Improvements - Phase II (Grant Funded) - Overview of Specifications and Schedule of Prices

Schedule/Specifications	B&B Underground Construction Inc. 4050 Westgate Avenue Suite 110 West Palm Beach, FL 33409 Email: sdecker@bbuconst.com Contact: 561-249-0341 Submission 1	David Mancini & Sons 2601 Wiles Road Pompano Beach, FL 33073 Email: bids@dmsi.co Contact: 954-977-3596 Submission 1	CK Contractors & Development 1100 Technology Place Suite 122 West Palm Beach, FL 33407 Email: mgriffin@ckcdllc.com Contact: 561-932-1070 Submission 1
BID PROPOSAL - Lakeside Gardens Utility Stormwater & Water Improvements - PH II	$2,645,441.75	$3,010,053.00	$4,532,929.00
Allowances Entered Correctly	Yes - $170,000	Yes - $170,000	Yes - $170,000
Letter of Interest	Yes	Yes	Yes
Bid Bond 5% Bid Price	Yes - Included	Yes - Included	Yes - No Amount Listed
Bid Form	Yes - Included	Yes - Included	Yes - Included
Addendum No. 1 & No. 2 Acknowledge	Yes	Yes	Yes
Bidders Qualification Statement	Yes - Included	Yes - Included	Yes - Included (Partnership)
Anti-Kickback Affidavit	Yes - Included	Yes - Included	Yes - Included
Non-Collusion Affidavit	Yes - Included	Yes - Included	Yes Included
Scrutinized Company Pursuant to Florida Statute § 287.135	Yes	Yes	Yes
E-Verify Form	Yes - Included	Yes - Included	Yes - Included
Mandatory Site Inspection Confirmation Form	Included	Included	Included
Warranties	Yes - Included	Yes - Included	Yes - Included
Trench Safety Act Affidavit	Potable Water (LF) 1,093 @ $3.50 = $3,825.50 Trench Box; Sanitary (EA) 32 @$3.50 = $112.00 Trench Box; Drainage Pipe (LF) 1,594 @$3.50 = $5,579.00 Trench Box; Drainange Structures (EA) 22 @$3.50 $77 Trench Box	Trench Box (LS) 1 @$10,000 = $10,000 Trench Box	Trench Box (EA) 2 @$2,500 = $5,000 ; Road Plates (EA) 4 @$500 = $2,000
Confirmation of Minority Owned Business	Yes - N/A	Yes - N/A	Yes - N/A
Local Business Status Certification	Yes - N/A	Yes - N/A	Yes - N/A
References - (2) Similar Successfully Completed or in Progress Projects	Included	Included	Included
Subcontractors	Yes (2) - Li Donni Company 2% ; Spada Flatwork 7.5%	Yes (2) - A&M Brothers 3% ; C&R Miling & Paving 1.67%	Yes (4) Simpson Environmental .43%; All County .94%; Spada Flat Work LLC 2.84%; Fine-Line Striping, Inc. .21%
Inspector General Acknowledgement	Acknowledge	Acknowledge	Acknowledge
Confirmation of Drup Free Workplace	Acknowledge	Acknowledge	Acknowledge
Current Florida Professional License & Permits	State of Florida dbpr Construction Industry License # CGC1523248 Exp. August 31, 2022; State of Florida Professional Engineers License #PE57422; PB County Business Tax Receipt	State of Florida dbpr Construction Industry License # CUC044220 Exp. August 31, 2022; State of Florida dbpr Construction Industry License # CGC1506008 Exp. August 31, 2022	State of Florida dbpr Construction Industry License # CUC1225211 Exp August 31, 2024PB County Business Ta Receipt
W-9	Included	Included	Included
COMMENTS:			
Subtotal Contract Amount:	**$2,645,441.75**	$3,010,053.00	$4,532,929.00
Subtotal Contract Amount Minus (-) Allowances:	**$ 2,475,441.75**	$ 2,840,053.00	$ 4,362,929.00

PER THE BID *AWARD OF CONTRACT WILL BE BASED ONLY ON THE TOTAL BID PRICE (NOT INCLUDING THE ALLOWANCES TOTAL)*

BAXTER & WOODMAN
Consulting Engineers
477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401 • baxterwoodman.com

August 31, 2022

Angela Prymas
Boynton Beach Utilities
124 E. Woolbright Rd.
Boynton Beach, FL 33435

Subject: **Boynton Beach Utilities**
Lakeside Gardens Utility Stormwater and Water Improvements - Phase II
Bid Results
UTL22-036

Dear Ms. Prymas:

On August 23, 2022 at 2:30 PM EST, bids were received by the City of Boynton Beach for the Lakeside Gardens Utility Stormwater and Water Improvements - Phase II project. The low bid was as follows:

	Name of Bidder	Amount of Bid
1.	**B&B Underground Construction, Inc.**	**$ 2,645,441.75**

The City received the bid proposals and provided copies to Baxter & Woodman, Inc. (B&W) on August 26, 2022. In accordance with the "Documents that must Accompany Proposal in Order for Submittal to Be Considered Complete & Acceptable," the following items were included within the low bidder bid package:

- Bid Form
- Bid Bond Forms
- Bidder's qualification Statement
- Anti-Kickback Affidavit
- Non-Collusion Affidavit of Bidder
- Certification Pursuant to Florida Statute 287.135
- Warranties and Trench Safety Act Affidavit
- E-Verify Form Pursuant to Florida Statute § 448.095
- Bidder's Site Inspection Confirmation Form
- Certificates, Licenses and Business Permits, W-9
- Additional Documents

BAXTER & WOODMAN
Consulting Engineers

B&W contacted references provided by B&B Underground Construction, Inc. All references provided positive feedback on work completed by the Contractor on related projects, the bidders' reference forms are provided.

Based on our review of the Proposal, Bid Forms, and references, B&W identifies **B&B Underground Construction, Inc. with the bid amount of $ 2,645,441.75** as the low responsive bidder.

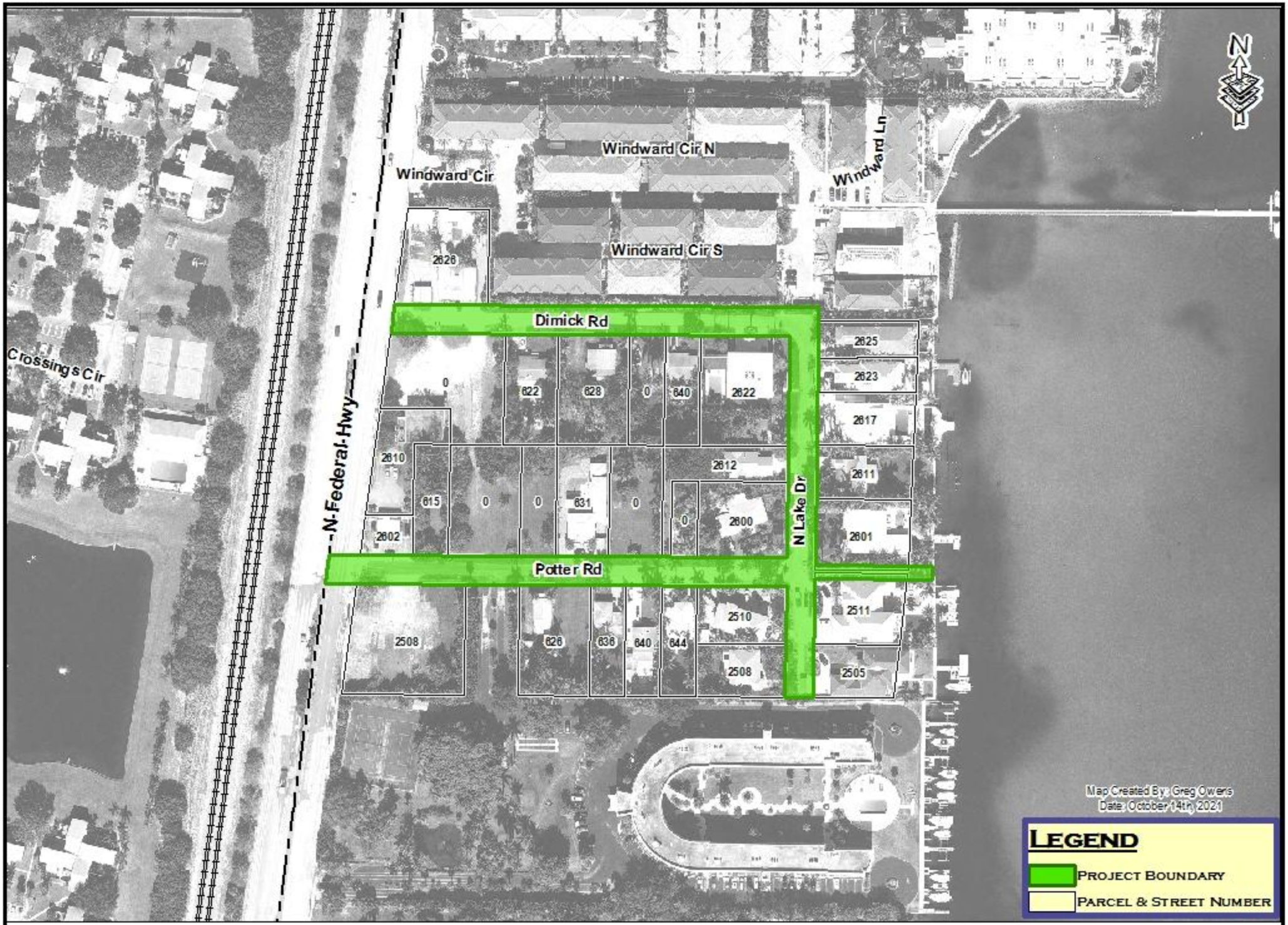
If you have any questions regarding the information presented, please contact us at 561-655-6175.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Sira "Jockey" Prinyavivatkul, P.E.
Florida Water/Wastewater Department Manager

Enclosures
cc:
BW File No. BOYBC\212172-Lakeside Gardens\00-Misc\Bidding\Bids\B&B Underground Construction Bid



LAKESIDE GARDENS DRAINAGE IMPROVEMENTS - PROJECT AREA

LAKESIDE GARDENS UTILITY IMPROVEMENTS

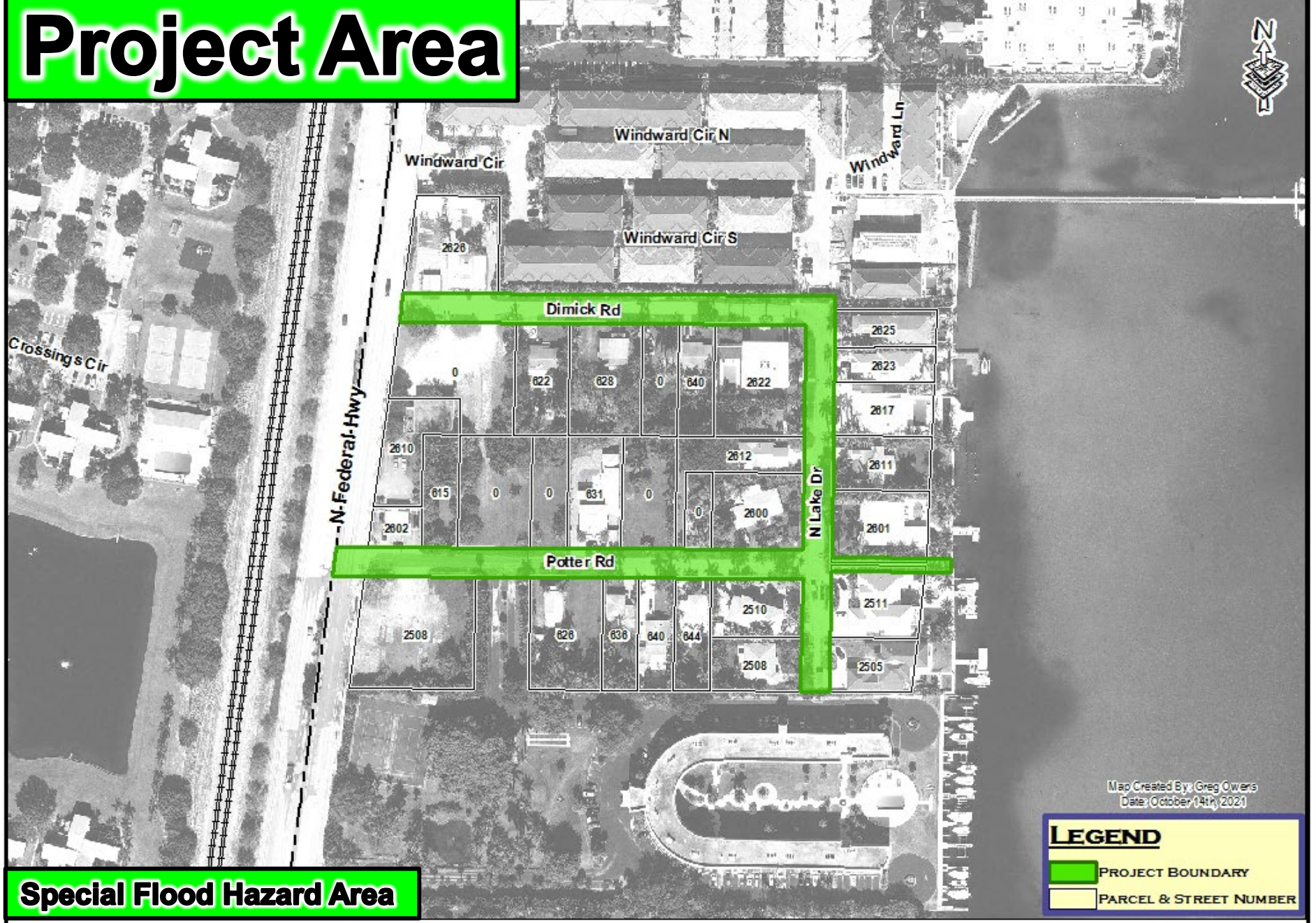
BID No. UTL22-036

FEMA's Hazard Mitigation Grant Program (HMGP) Funded

Presented to

City Commission

October 18, 2022



LAKESIDE GARDENS DRAINAGE IMPROVEMENTS - PROJECT AREA

LAKESIDE GARDENS UTILITY IMPROVEMENTS

Project objectives

Community is prone to flooding during high tides, storm events and periods of prolonged rain

Project implementation will provide an improved level of service to reduce

- nuisance flooding
- standing water

Replacement of aging water, sanitary sewer infrastructure and roadway upgrades

LAKESIDE GARDENS UTILITY IMPROVEMENTS

BID No. UTL22-036 Budget

Lowest responsive and responsible bidder

B&B Underground Construction Inc.

	BID	10% Contingency	Requested
Storm	$1,857,337.15	$185,733.72	$2,043,070.87
Water	$425,864.12	$42,586.41	$468,450.53
Sanitary	$362,240.48	$36,224.05	$398,464.53
Total	$2,645,441.75	$264,544.18	$2,909,985.93

- FEMA - Hazard Mitigation Grant Program (HMGP) Phase II – reimbursable matching in the amount of $766,750 for the construction of drainage improvements only and the corresponding 100% federally funded management cost of $34,002 for a total of $800,752

Recommendation:

- Approve award of BID No. UTL22-036 to B&B Underground Construction Inc.

LAKESIDE GARDENS UTILITY IMPROVEMENTS

Questions?

Contact us:

561-742-6400

Like us on Facebook

facebook.com/BoyntonBeachUtilities

Follow us on twitter

twitter.com/BBFLUtilities

Thank You!!

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Resolution R22-145- Declare the City owned vacant property (0.0458 acres) located at 319 NE 12th Avenue, PCN #08-43-45-21-20-002-0182, as surplus and direct staff on desired disposition process to follow.

Explanation of Request:
The City has received a written offer on the following vacant property:

Parcel Id: #08-43-45--21-20-002-0182
Location: 319 NE 12th Avenue
Size: 0.0458 Acres
PBC Assessed Value: $880
Offer by: Howard Brown
Offer Amount: $1.00

According to Chapter 2, Article IV, Section 2-56 (c) of the City of Boynton Beach Code of Ordinances, the City Commission can sell property, which is determined to be in the best interest of the City:

An advertisement for public hearing was placed in the Palm Beach Post on October 7, 2022.

It is recommended that the City Commission authorize disposition of the property through negotiated sale with the sender of the Letter of Interest, Howard Brown.

Section 2-56 (c) Disposal of city real property.

(1) *Power to sell.* The City Commission may authorize by Resolution the sale, transfer, and swap any real property, improved or unimproved, now owned or hereafter acquired by or owned by the city, as provided herein. These procedures supplement any other procedures that may now or in the future be applicable as provided by law or regulation.

(2) *Disposal of property which is sufficient in size and of such character as to comprise an independent building site and which will involve a conveyance of the city's fee simple interest*. These parcels typically enjoy access to a public right-of-way, and are developable as building sites.

(a) *Resolution declaring surplus.* Before any improved or unimproved property owned by the city shall be sold or otherwise disposed of pursuant to this subsection (b), the governing body shall adopt a resolution declaring same surplus.

(b) *Determination concerning surplus.*

a. The city governing body shall review and consider the following:

1. The legal description (by reference to a recorded plat or government survey);

2. The property address by street number, if there be any;
3. A description of all improvements located upon the land;
4. How said land has been used since same has belonged to the city;
5. The current use of the property;
6. How the property was acquired and financed;
7. The needs of the city;
8. Whether disposal is consistent with the city comprehensive plan;
9. The estimated property value;
10. Any relevant property history;
11. The property's title; and
12. Whether the disposal of the property is precluded by grant provisions of other agencies.

(c) *Public hearing.* The city governing body shall hold one (1) public hearing prior to adopting a resolution declaring property as surplus. An advertisement for such public hearing shall appear once in a newspaper of general circulation at least ten (10) days prior to the hearing. The advertisement will contain the resolution title and the date, time and place of the hearing. The city clerk shall advertise the proposed resolution for public hearing by placing it on the city council agenda and posting such agenda at least three (3) business days prior to the city council meeting.

(d) *When appraisals are needed.*

a. Any real property that the city proposes to sell or otherwise dispose of pursuant to this subsection (b) must be appraised by two (2) independent appraisers, who are designated members of the Appraisal Institute, if the property is estimated to have a value that exceeds one million dollars ($1,000,000.00).

b. Any real property that the city proposes to sell or otherwise dispose of pursuant to this subsection (b) must be appraised by one (1) independent appraiser, who is designated member of the Appraisal Institute, if the property is estimated to have a value between one hundred thousand dollars ($100,000.00) and one million dollars ($1,000,000.00).

c. Any real property that the city proposes to sell or otherwise dispose of pursuant to this subsection (b) with an estimated value below one hundred thousand dollars ($100,000.00) shall not require an appraisal.

d. Notwithstanding subparagraphs a., b., and c. above, no appraisal shall be needed:

1. Where the city acquired the property from Palm Beach County as a result of the tax sale process and is returning such asset to the former owner or its successors and assigns;
2. Where the city transfers the property to another governmental entity or agency; or
3. Where the city is exchanging such real property with the private sector for a replacement parcel determined by the city governing body to have similar utility and where the public interests would be served.

(e) *Methods of disposal.*

a. *Methods*. The city may dispose of property pursuant to this subsection (b) utilizing the following methods: negotiation, trade with other governmental entities or agencies, request for letters of intent, sealed bids, or request for proposals. The city may retain professional real estate services to aid in the disposal of property.

1. *Negotiation*. The city may negotiate the sale of real property with a particular person or entity, and no further advertising will be needed to effect a transfer.

2. *Sealed bids, requests for letters of intent, and request for proposals.* At any time no

more than ninety (90) days after adoption of resolution declaring the property surplus, the land may be offered for public disposition, and a notice shall be published by the city in a newspaper of general circulation in the city once not less than ten (10) days before sealed bids, letters of intent, or proposals are due. The notice shall state, at a minimum, the date when sealed bids, letters of intent, or proposals shall be received and whether the sale is with or without reservation. Sealed bids, letters of intent, and proposals shall be received accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the disposition price.

3. *Transfer to governmental agencies.* The city may sell or transfer any of its property to any other governmental agency, if the city governing body determines that:

i. A transfer of the property to the other governmental agency shall provide a benefit to the city; and

ii. That the terms received by the city are fair and equitable.

4. Land swap with any private or public land owner provided the properties are appraised at substantially the same value. In determining substantial value the City may take into consideration the potential increase in value following the swap.

(f) *Proceeds from sale or transfer.* Any proceeds derived from the sale of any land, as authorized in this subsection (b), shall be deposited in the general fund of the city, or such other fund or account of the city as is determined by the finance director.

(g) *Conveyance*. In order to convey property pursuant to this subsection (b) the city governing body shall be required to adopt a resolution authorizing the conveyance. Notwithstanding anything possibly to the contrary, the city may reject any and all offers, bids, letters of intent, or proposals, or terminate negotiations at any time and choose not to dispose of property, and nothing shall obligate the city governing body to adopt any necessary resolution.

How will this affect city programs or services? There will be no impacts to City programs or services.

Fiscal Impact: By declaring this parcel surplus and completing the disposition process it will return the parcel to the City tax rolls.

Alternatives: Do not declare surplus and retain parcel as is or direct a method of disposition other than negotiation with the offerer.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution declaring 319 NE 12th Avenue as surplus property
🗋	Attachment	Letter of Intent
🗋	Attachment	Property Details
🗋	Attachment	Property Aerial Photo

RESOLUTION NO. R22-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA DECLARING THE CITY OWNED VACANT PROPERTY (0.0458 ACRES) LOCATED AT 319 NE 12TH AVENUE, PCN #08-43-45-21-20-002-0182, AS SURPLUS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City has received a written offer from Howard Brown in the amount of $1.00 for the following vacant property: Parcel Id: #08-43-45-21-20-002-0182, located at 319 NE 12th Avenue, Size: 0.0458 Acres, PBC Assessed Value: $584; and

WHEREAS, according to Chapter 2, Article IV, Section 2-56 (c) of the City of Boynton Beach Code of Ordinances, the City Commission can sell property, which is determined to be in the best interest of the City; and

WHEREAS, before any improved or unimproved property owned by the City can be sold, the City Commission must first declare the property to be surplus; and

WHEREAS, the City Commission, upon recommendation of staff, declares the City owned vacant property (0.0458 acres) located at 319 NE 12th Avenue, PCN #08-43-45-21-20-002-0182, as surplus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA AS FOLLOWS:

Section 1: Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2: The City Commission of the City of Boynton Beach declares the City owned vacant property (0.0458 acres) located at 319 NE 12th Avenue, PCN #08-43-45-21-20-002-0182, as surplus.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 4th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

Mack, Andrew

From: Howard Brown <HPBROWN826@msn.com>
Sent: Wednesday, August 31, 2022 3:02 PM
To: Mack, Andrew
Cc: Hay, Woodrow L.; Howard Brown; prissybrown26@yahoo.com
Subject: Property located at 319 Ne 12th Ave BB, FL 33435

Follow Up Flag: Follow up
Flag Status: Flagged

Hello! Mr. Mack

I am emailing you about acquiring the City owned property located at 319 NE 12th. avenue Boynton Beach, FL 33435. I own the property located next to the City owned property. My address is 317 NE 12th. avenue Boynton Beach, FL 33435.

I would like to put in a bid of $1 to buy the property and assume minimal administrative cost to covert/transfer ownership to my name. The City have not done any cleanup of the property over the past 5 or more years until recently.

Please consider the offer for the City owned property. Look forward to hearing from you

Thanks,
Howard Brown & Priscilla Henry-Brown
561.703.1265

PAPA Banner

Location Address	319 NE 12TH AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-20-002-0182
Subdivision	HAPPY HOME HEIGHTS
Official Records Book	11919 **Page** 1553
Sale Date	JUL-2000
Legal Description	HAPPY HOME HEIGHTS E 1/2 OF LT 18 BLK 2

Owners

BOYNTON BEACH CITY OF

Mailing address

PO BOX 310

BOYNTON BEACH FL 33425 0310

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2000	$0	11919 / 01553	WARRANTY DEED	BOYNTON BEACH CITY OF
MAR-2000	$0	11669 / 01211	TAX DEED	PALM BCH CNTY COMMISSIONERS
JAN-1994	$11,000	08191 / 00037	QUIT CLAIM	
DEC-1991	$100	07088 / 01511	QUIT CLAIM	
AUG-1988	$2,000	05783 / 01300	TAX DEED	

1 2

Exemption Applicant/Owner	Year	Detail
BOYNTON BEACH CITY OF	2022	FULL: MUNICIPAL GOVERNMENT

Number of Units	0	***Total Square Feet**	0
Acres	0.0458		
Use Code	0000 - VACANT	**Zoning**	R2 - R2 DUPLEX, 10 DU/AC (08-BOYNTON BEACH)

Tax Year	2022 P	2021	2020
Improvement Value	$0	$0	$0
Land Value	$880	$700	$1,050
Total Market Value	$880	$700	$1,050

P = Preliminary

All values are as of January 1st each year

Tax Year	2022 P	2021	2020
Assessed Value	$642	$584	$531
Exemption Amount	$642	$584	$531
Taxable Value	$0	$0	$0

Tax Year	2022 P	2021	2020
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

08-43-45-21-20-002-0182

September 20, 2022

1:576

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Commission discussion on Advisory Boards reporting to the City Commission, requested by Commissioner Kelley.

Explanation of Request: Commission to discuss and provide direction to Advisory Boards for reporting and at what frequency, as well as how often the Commission would like to see attendance records for the Advisory Boards.

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Resolution No. R22-144- Approve and ratify the appointment of Adam Temple as Assistant City Manager - Development Services, pursuant to City Code of Ordinances, Chapter 2, Article II, Section 2-30(b). **(Postponed at the October 4, 2022 City Commission Meeting.)**

Explanation of Request: Approve and ratify the appointment of Adam Temple as Assistant City Manager - Development Services, pursuant to City Code of Ordinances, Chapter 2, Article II, Section 2-30(b).

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution confirming the appointment of Adam Temple as Assistant City Manager - Development Services
🗋	Attachment	Adam Temple Resume

RESOLUTION NO. R22-144

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVE AND RATIFY APPOINTMENT OF ADAM TEMPLE AS ASSISTANT CITY MANAGER - DEVELOPMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Charter Article II, Sec. 20(a), the appointment or discharge of the Assistant City Manager by the City Manager is subject to confirmation by the City Commission; and

WHEREAS, pursuant to City Code of Ordinances, Chapter 2, Article II, Section 2-30(b) the City Manager has the authority to recommend, in his discretion, to the Commission the creation of the position of Assistant City Manager or designate, with the Commission's consent, an employee of the City to act in this capacity; and

WHEREAS, the City Manager is recommending the appointment of Adam Temple as Assistant City Manager – Development Services; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interest of the Citizens and residents of the City of Boynton Beach to approve and ratify the appointment of Adam Temple as Assistant City Manager – Development Services for the City of Boynton Beach.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission approves and ratifies the appointment of Adam Temple as Assistant City Manager – Development Services for the City of Boynton Beach.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 4th day of October, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

ADAM N. TEMPLE

100 E. Ocean Avenue, Boynton Beach, Florida 33435 (305) 370-2613 TempleA@bbfl.us

Over 20 years of progressive and professional experience in military and municipal organizations, including nearly 10 years as a Department Head. A business-oriented leader with strong administrative and operational experience with a proven ability to lead & accomplish projects under high pressure. Proven ability to build, lead, and motivate diverse high-performance teams, focused on maximizing productivity and efficiency. Exceptional written and oral communicator.

- Leadership & Team Building
- Strategic Planning
- Organizational Development
- Disaster Management & Coordination
- Lean Six Sigma
- Finance & Budgeting
- Public Speaking & Presentations
- Community Outreach & Engagement
- Relationship/Consensus Builder
- Highly Organized & Ability to Prioritize

Relevant Education & Certifications

Florida International University, Miami, FL, USA
Masters of Business Administration

University of Miami, Coral Gables, FL, USA
B.A. Political Science & Ecosystem Science & Policy

Professional Development Academy (PDA)
International City Managers Association (ICMA)
Master Certificate in High Performance Leadership

Association of State Floodplain Managers
Certified Floodplain Manager (CFM) # US-16-09336

Emergency Management Institute - FEMA
ICS-100, 200, 230, 700, 800

Professional Experience

CITY OF BOYNTON BEACH — 100 E. Ocean Avenue, Boynton Beach, FL	**8/2019 to Present**

Positions Held: Director of Development, Director of Community Standards

Highly responsible management and complex professional administrative work overseeing the operations of the Development Department, which includes the Administrative Division, Building Division, Community Standards Division, and Planning and Zoning Division.

CITY OF DORAL — 8401 NW 53rd Terrace, Doral, FL	**5/2006 to 8/2019**

Positions Held: Director of Code Compliance, Assistant Director / Chief of Code Compliance

Highly responsible management and complex professional administrative work planning, organizing, staffing, directing, and controlling the activities of the City's Code Compliance Department which is a 7 day almost 24-hour operation.

UNITED STATES NAVY — Various Locations (Foreign/Domestic)	**9/2001 to 9/2005**

Petty Officer Third Class

- Two (2) Middle East deployments totaling approximately 20 months - Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF).
- Over twelve (12) personal and unit medals/awards/commendations during four (4) years of honorable active duty service (2001 - 2005).

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Ordinance No. 22-018 - First Reading - Approve modifications (CDRV 22-005) amending the Part III LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage.

Explanation of Request:
The proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the City.

The following table provides a summary of the amendments being proposed:

Overlay Zone/Mixed-Use District	50% Commercial Frontage Required	70% Commercial Frontage Required, Remaining for Active Frontage
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

This item was scheduled for the September 27th, 2022 Planning & Development Board meeting, but was rescheduled to the Special meeting on October 12th, 2022.

How will this affect city programs or services? N/A

Fiscal Impact: N/A

Alternatives:
N/A

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving amendments to LDR Chapters 1, 3 and 4 regarding Commercial Frontage
🗋	Staff Report	Staff Report - CDRV 22-005_Commercial Frontage
🗋	Attachment	CDRV 22-005 - Proposed Code Amendments
🗋	Exhibit	Exhibit A - Rights-of-Way Map
🗋	Attachment	Staff Presentation

ORDINANCE NO. 22-018

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 1, ARTICLE II. USE DEFINITIONS, CHAPTER 3. ZONING, AND CHAPTER 4, ARTICLE III. EXTERIOR BUILDING AND SITE STANDARDS (CDRV 22-005), TO INCLUDE REQUIREMENTS FOR COMMERCIAL FRONTAGE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the city; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 1, General Administration, Article II Definitions are hereby amended as follows:

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

ACCESSORY USE - See "Use, Accessory."

ACRE - Land or water consisting of forty-three thousand, five hundred sixty (43,560) square feet.

~~ACTIVE/COMMERCIAL USES ON GROUND FLOOR~~

~~1. Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and live-work. Resident-only service amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses.~~

~~2. Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features - including street-fronting access - to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor.~~

ACTIVE USES ~~ON GROUND FLOOR -~~ Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area.~~-~~

ADDITION - An expansion, extension, or increase in the usable space within a building or facility.

…

COLOCATION - The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

COMMERCIAL FRONTAGE – The portion of the ground floor of a building which contains commercial uses fronting specific rights-of-way.

COMMERCIAL TRUCK - A truck defined as such by the rules of the Florida Department of Highway Safety and Motor Vehicles.

COMMERCIAL USES ~~ON GROUND FLOOR -~~ Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 4. SMU Mixed-Use Suburban District.

A. General.

1. Purpose and Intent. The purpose of the SMU zoning district is to implement the mixed use low (MXL) and development of regional impact (DRI) future land use map (FLUM) classifications of the Comprehensive Plan. In order to guide the redevelopment and envisioned growth of the suburban area, the SMU zoning district requires a diversity of land uses, accommodating a mixture of residential, office, retail, recreational, and other miscellaneous uses. Ideally, the SMU district is intended to supplant the PCD district for new developments and projects to encourage vibrant commercial centers through the inclusion of residential uses and well-planned mixed use projects designed in accordance with smart growth principles and best planning practices. Densities of such developments shall be no greater than twenty (20) dwelling units per acre. This mix of uses may be arranged either vertically or horizontally within low-to-mid-rise developments. The review of SMU applications will emphasize aesthetics and design quality, and physical compatibility with adjacent land uses. The specific objectives of the SMU district are as follows:

a. Support and enhance development and redevelopment efforts in suburban areas outside of the downtown redevelopment area;

b. Create major new mixed use areas in planned locations with appropriate densities, heights, and mixture of uses;

c. Create attractive pedestrian environments through appropriate separation from and design of vehicular circulation areas;

d. Provide public plazas and gathering places that are both well-designed and integrated into the overall design of the development;

e. Allow flexibility in architectural design and building bulk, while maximizing compatibility and harmony with adjoining development;

f. Create higher quality environments for residents, businesses, employees, and visitors; and

g. Encourage innovative design that achieves vertical and horizontal integration of uses.

…

2. Prerequisite Location Standards. The SMU district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the SMU district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The SMU district shall only be applicable to lands located west of I-95 on assembled parcels along ~~major~~ principal arterials.

...

D. Building and Site Regulations.

1. Building and Site Regulation (Table 3-21).

SUBURBAN MIXED-USE (SMU) DISTRICT	***Types of Uses***			
Building/Site Regulations	***Residential Single-Family (Attached or Detached)***	***Multi-Family***	***Other Uses (includes Mixed-Use)***	
Density (dwelling units per acre)	20	20	N/A	
Project Area, Minimum:	**SMU district - 10 acres**			
Lot Area per unit, Minimum (square feet):	Flexible[12]	Flexible[12]	10,000	
Lot Frontage, Minimum (feet):	Flexible[12]	100	100	
Living Area, Minimum A/C (square feet):	1,200	750	750	
Floor Area Ratio (FAR), Maximum:	N/A	N/A	2.5[6]	
Structure Height, Minimum (feet):	35[7]	35[7]	35[7]	
Structure Height, Maximum (feet):	35	55[4, 8]	55[4, 8]	
Build-to-line (feet):				
Front:	10[1]	10[2, 3, 4]	10[3, 4, 5]	
Building Setbacks, Minimum (feet):				
Side:	15 corner	10 end	10[4]	0[4, 12]
Rear:	Flexible[12]	15[4]	Flexible[4, 12]	
Usable Open Space, Minimum (square feet):	30%[9, 10]	20%[9, 11]	20%[9, 11]	

Minimum Commercial Building Frontage at Build-to Line [13, 14, 15]			
N Congress Avenue, W Boynton Beach Blvd, Gateway Boulevard			70%[16]
Old Boynton Road (Congress Ave to West City Limits), Winchester Park Boulevard			50%

1. Porches may be placed forward of the build-to line and shall maintain a minimum two (2)-foot setback from any public sidewalk. Porches shall be placed outside of clear sight triangle. Minimum setback for a garage facing or accessing the street is twenty (20) feet. Where less than twenty (20) feet, garage access required from side or rear.

...

12. To be determined on a case by case basis, depending on the overall project design.

13. Minimum commercial building frontage must be located at the required build-to line.

14. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

15. Commercial frontage must have a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet.

16. The remainder of the building frontage along the corresponding right-of-way shall be occupied with Active Uses.

...

Sec. 8. Overlay Zones.

A. Martin Luther King Jr. Boulevard Overlay.

...

3. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting Martin Luther King Jr. Boulevard must consist of Commercial Uses at the build-to line.

The remainder of the ground floor frontage along Martin Luther King Jr. Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~Commercial Uses on the ground floor shall be required on the street frontage of MLK Jr. Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the except of the following prohibited uses:

(1) Dwelling, single-family (detached);
(2) Dwelling, two-family (duplex);
(3) Automobile rental;
(4) Automotive, major repair;
(5) Automotive, minor repair;
(6) Auto/car wash, self-serve bay;
(7) Auto dealer, new;
(8) Auto dealer, used;
(9) Auto/car wash (polishing, waxing, detailing);
(10) Automotive window tinting/stereo installation/alarms;
(11) Drive-through facilities;
(12) Gasoline station;
(13) Group homes Type I, II, III, and IV;
(14) Adult entertainment.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile-oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-through facilities.

~~c~~d. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on ground floor.

e~~d~~. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

...

B. Urban Commercial District Overlay.

...

5. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, or the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~5~~6. Building and Site Regulations (Table 3-27). Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

...

C. Cultural District Overlay.

...

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Ocean Avenue must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Ocean Avenue not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Ocean Avenue.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

(1) Dwelling, Single-family (detached);
(2) Dwelling, Two-family (duplex);
(3) Auto Broker;
(4) Automobile Rental;
(5) Automotive, Major Repair;
(6) Automotive, Minor Repair;
(7) Auto/Car Wash, Self-serve Bay;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash (Polishing, Waxing, Detailing);
(12) Automotive Window Tinting/Stereo Installation/Alarms;

(13) Drive-thru facilities;
(14) Day & Trade Labor Pool (Temporary Help);
(15) Boat Dealer/Rental;
(16) Cleaning Supply Store (Swimming Pool, Janitorial);
(17) Convenience Store;
(18) Gasoline Station;
(19) Showroom warehouse (single-product line);
(20) Merchandise, Used (Other);
(21) Merchandise, New (Supercenter, Discount, Department, Club);
(22) Home Improvement Center;
(23) Coin-operated Laundry;
(24) Funeral Home;
(25) Pet Care (Boarding and Daycare);
(26) Cemetery;
(27) Church;
(28) Civic & Fraternal Club/Organization;
(29) Group homes Type I, II, III, and IV;
(30) College, Seminary, University;
(31) School, Primary and Secondary;
(32) School, Industrial & Trade;
(33) Shooting Range, Indoor;
(34) Adult entertainment;
(35) Temporary employment agency;
(36) Tutoring or Testing Center;
(37) Private Parking Lots; and
(38) Social service agency.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

~~c~~d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

~~d~~e. School, Professional & Technical schools are limited to those that teach the culinary and visual arts.

~~e~~f. Additionally, no legally existing use shall be deemed non-conforming as a result of the CDO emulations.

...

D. Boynton Beach Boulevard Overlay (BBBO).

...

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Boynton Beach Boulevard and/or Seacrest Boulevard must consist of Commercial Uses at the build-to-line. The remainder of the ground floor frontage along Boynton Beach Boulevard and/or Seacrest Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Boynton Beach Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the exception of the following prohibited uses:

(1) Accessory Dwelling Unit;
(2) Dwelling, Single-family (detached);
(3) Dwelling, Two-family (duplex);
(4) Auto Broker;
(5) Automobile Rental;
(6) Automotive, Major Repair;
(7) Automotive, Minor Repair;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash, Self-serve Bay;
(12) Auto/Car Wash (Polishing, Waxing, Detailing);
(13) Automotive Window Tinting/Stereo Installation/Alarms;
(14) Drive-thru facilities;
(15) Day and Trade Labor Pool (Temporary Help);
(16) Boat Dealer/Rental;
(17) Cleaning Supply Store (Swimming Pool, Janitorial);
(18) Convenience Store;
(19) Gasoline Station;
(20) Furniture and Home furnishing, unless integrated into a mixed use development;
(21) Showroom warehouse (single-product line);
(22) Merchandise, Used (Other);
(23) Merchandise, New (Supercenter, Discount, Department, Club);
(24) Home Improvement Center;
(25) Coin-operated Laundry;
(26) Funeral Home;
(27) Pet Care (Boarding and Daycare);
(28) Cemetery;
(29) Church;
(30) Civic and Fraternal Club/Organization;

(31) Group homes Type I, II, III, and IV;
(32) College, Seminary, University;
(33) School, Primary and Secondary;
(34) School, Industrial and Trade;
(35) Shooting Range, Indoor;
(36) Adult entertainment;
(37) Temporary employment agency;
(38) Social service agency; and
(39) All industrial uses.

~~b~~c. Any other automobile-oriented use not listed above is prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

~~c~~d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

~~d~~e. Additionally, no legally existing use shall be deemed non-conforming as a result of the BBBO regulations.

…

E. Downtown Transit-Oriented Development District (DTODD) Overlay.

…

4. Use~~(s) Allowed~~.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and/or Seacrest Boulevard, and the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

(2) Fifty percent (50%) of the ground floor frontage of structures fronting SE 4th Street must consist of Commercial Uses at the build-to line.

b. For the DTODD, allowed uses are based on the underlying zoning district. See "Use Matrix," Table 3-28 in Chapter 3, Article IV, Section 3.D.

Section 4. City of Boynton Beach Land Development Regulations, Chapter 4, Article III, Exterior Building and Site Design Standards is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

...

ARTICLE III. EXTERIOR BUILDING AND SITE DESIGN STANDARDS

...

Sec. 6. Design Standards for Development in Urban Areas.

...

D. Standards for Windows. Windows shall be located at pedestrian scale. A minimum of 70% of windows on the front or side facades shall be transparent. The remaining 30% may be opaque, provided that the following conditions are met:

a. Window construction using opaque glass shall appear identical to the transparent windows;

b. Opaque windows shall not be superficially attached to the wall;

c. Opaque windows shall not be perceptibly different in texture, color, or reflectivity than the glass of the transparent windows.

...

Section 5. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 6. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 7. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 8. Authority is hereby given to codify this Ordinance.

Section 9. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this ____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-014

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Amanda Radigan, AICP, LEED AP ABR Planning and Zoning Director
FROM:	Andrew Meyer, Senior Planner Luis Bencosme, Senior Planner
DATE:	September 27, 2022
REQUEST:	Approve modifications (CDRV 22-005) amending the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage.

OVERVIEW

The proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the city.

EXPLANATION & PROPOSED AMENDMENTS

The current building and site regulations applicable to the mixed-use zoning districts and overlays require pedestrian-friendly design, storefronts along the sidewalk, and a mixture of active and commercial uses along key corridors, including Boynton Beach Boulevard, Ocean Avenue, Martin Luther King Jr. Boulevard and Federal Highway. In order to promote the construction of mixed-use developments that activate the street, the code generally requires these developments to provide for active and commercial uses on the ground floor of buildings that front an arterial roadway. The code also requires that the buildings occupy the entire length of the street frontage.

Currently, the code does not provide a specific percentage of required commercial frontage and minimum design standards. Additionally, the code allows applicants to satisfy the existing Active/Commercial Use requirement by establishing residential service-type uses such as lounges, gyms, common rooms, and recreational spaces.

The lack of clear commercial frontage standards limits staff's ability to require an adequate amount of viable commercial spaces along key corridors. It also creates the possibility of commercial spaces that lack sufficient depth and/or width, resulting in vacant storefronts. Additionally, while active uses are allowed to meet the existing Active/Commercial Use requirement and are preferred in limited circumstances, they are not appropriate in more intense corridors as they may not generate the same level of pedestrian activity that would be generated by commercial uses and do not provide the services needed to support the surrounding neighborhood.

Staff's proposed amendments include requiring certain percentages of commercial frontage along key arterial rights-of-way. The following table provides a summary of the amendments being proposed:

Overlay Zone/Mixed-Use District	50% Commercial Frontage Required	70% Commercial Frontage Required, Remaining for Active Frontage
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

**The table has been visualized in a map format in Exhibit A.*

In order to ensure quality commercial space is provided, the proposed amendments require commercial spaces to meet specific design standards, including a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet. The proposed design standards are consistent with industry standards and are similar to adopted regulations of several neighboring municipalities, including West Palm Beach and Delray Beach. Specific exemptions to commercial frontage are also being proposed, including provisions for vehicular access, public usable open space, and site visibility triangles. In addition, definitions defining active and commercial uses on the ground floor are being refined to assist in accurate interpretation of the code.

CONCLUSION/RECOMMENDATION

Staff recommends Approval of the subject amendments to the Land Development Regulations to support the establishment of quantifiable commercial frontage requirements and design standards.

Attachments

PART III. LAND DEVELOPMENT REGULATIONS

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

ACCESSORY USE - See "Use, Accessory."

ACRE - Land or water consisting of forty-three thousand, five hundred sixty (43,560) square feet.

~~ACTIVE/COMMERCIAL USES ON GROUND FLOOR~~

~~1. Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and live-work. Resident-only service amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses.~~

~~2. Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features - including street-fronting access - to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor.~~

ACTIVE USES ~~ON GROUND FLOOR -~~ Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area.~~.~~

ADDITION - An expansion, extension, or increase in the usable space within a building or facility.

…

COLOCATION - The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

COMMERCIAL FRONTAGE – The portion of the ground floor of a building which contains commercial uses fronting specific rights-of-way.

COMMERCIAL TRUCK - A truck defined as such by the rules of the Florida Department of Highway Safety and Motor Vehicles.

COMMERCIAL USES ~~ON GROUND FLOOR -~~ Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices.

…

CHAPTER 3. ZONING

…

ARTICALE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 4. SMU Mixed-Use Suburban District.

A. General.

1. Purpose and Intent. The purpose of the SMU zoning district is to implement the mixed use low (MXL) and development of regional impact (DRI) future land use map (FLUM) classifications of the Comprehensive Plan. In order to guide the redevelopment and envisioned growth of the suburban area, the SMU zoning district requires a diversity of land uses, accommodating a mixture of residential, office, retail, recreational, and other miscellaneous uses. Ideally, the SMU district is intended to supplant the PCD district for new developments and projects to encourage vibrant commercial centers through the inclusion of residential uses and well-planned mixed use projects designed in accordance with smart growth principles and best planning practices. Densities of such developments shall be no greater than twenty (20) dwelling units per acre. This mix of uses may be arranged either vertically or horizontally within low-to-mid-rise developments. The review of SMU applications will emphasize aesthetics and design quality, and physical compatibility with adjacent land uses. The specific objectives of the SMU district are as follows:

a. Support and enhance development and redevelopment efforts in suburban areas outside of the downtown redevelopment area;

b. Create major new mixed use areas in planned locations with appropriate densities, heights, and mixture of uses;

c. Create attractive pedestrian environments through appropriate separation from and design of vehicular circulation areas;

d. Provide public plazas and gathering places that are both well-designed and integrated into the overall design of the development;

e. Allow flexibility in architectural design and building bulk, while maximizing compatibility and harmony with adjoining development;

f. Create higher quality environments for residents, businesses, employees, and visitors; and

g. Encourage innovative design that achieves vertical and horizontal integration of uses.

…

2. Prerequisite Location Standards. The SMU district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the SMU district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The SMU district shall only be applicable to lands located west of I-95 on assembled parcels along ~~major~~ principal arterials.

…

D. Building and Site Regulations.

1. Building and Site Regulation (Table 3-21).

SUBURBAN MIXED-USE (SMU) DISTRICT	***Types of Uses***		
Building/Site Regulations	***Residential Single-Family (Attached or Detached)***	***Multi-Family***	***Other Uses (includes Mixed-Use)***
Density (dwelling units per acre)	20	20	N/A
Project Area, Minimum:	**SMU district - 10 acres**		
Lot Area per unit, Minimum (square feet):	Flexible[12]	Flexible[12]	10,000
Lot Frontage, Minimum (feet):	Flexible[12]	100	100
Living Area, Minimum A/C (square feet):	1,200	750	750
Floor Area Ratio (FAR), Maximum:	N/A	N/A	2.5[6]
Structure Height, Minimum (feet):	35[7]	35[7]	35[7]
Structure Height, Maximum (feet):	35	55[4, 8]	55[4, 8]

Build-to-line (feet):				
Front:	10[1]	10[2, 3, 4]	10[3, 4, 5]	
Building Setbacks, Minimum (feet):				
Side:	15 corner	10 end	10[4]	0[4, 12]
Rear:	Flexible[12]	15[4]	Flexible[4, 12]	
Usable Open Space, Minimum (square feet):	30%[9, 10]	20%[9, 11]	20%[9, 11]	
Minimum Commercial Building Frontage at Build-to Line [13, 14, 15]				
N Congress Avenue, W Boynton Beach Blvd, Gateway Boulevard			70%[16]	
Old Boynton Road (Congress Ave to West City Limits), Winchester Park Boulevard			50%	

1. Porches may be placed forward of the build-to line and shall maintain a minimum two (2)-foot setback from any public sidewalk. Porches shall be placed outside of clear sight triangle. Minimum setback for a garage facing or accessing the street is twenty (20) feet. Where less than twenty (20) feet, garage access required from side or rear.

…

12. To be determined on a case by case basis, depending on the overall project design.

13. Minimum commercial building frontage must be located at the required build-to line.

14. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

15. Commercial frontage must have a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet.

16. The remainder of the building frontage along the corresponding right-of-way shall be occupied with Active Uses.

…

Sec. 8. Overlay Zones.

A. Martin Luther King Jr. Boulevard Overlay.

…

3. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting Martin Luther King Jr. Boulevard must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Martin Luther King Jr. Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~Commercial Uses on the ground floor shall be required on the street frontage of MLK Jr. Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the except of the following prohibited uses:

(1) Dwelling, single-family (detached);
(2) Dwelling, two-family (duplex);
(3) Automobile rental;
(4) Automotive, major repair;
(5) Automotive, minor repair;
(6) Auto/car wash, self-serve bay;
(7) Auto dealer, new;
(8) Auto dealer, used;
(9) Auto/car wash (polishing, waxing, detailing);
(10) Automotive window tinting/stereo installation/alarms;
(11) Drive-through facilities;
(12) Gasoline station;
(13) Group homes Type I, II, III, and IV;
(14) Adult entertainment.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile-oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-through facilities.

~~c~~d. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on ground floor.

e~~d~~. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

…

B. Urban Commercial District Overlay.

…

5. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, or the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~5~~6. Building and Site Regulations (Table 3-27). Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

…

C. Cultural District Overlay.

…

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Ocean Avenue must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Ocean Avenue not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Ocean Avenue.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

(1) Dwelling, Single-family (detached);
(2) Dwelling, Two-family (duplex);
(3) Auto Broker;
(4) Automobile Rental;
(5) Automotive, Major Repair;
(6) Automotive, Minor Repair;
(7) Auto/Car Wash, Self-serve Bay;

(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash (Polishing, Waxing, Detailing);
(12) Automotive Window Tinting/Stereo Installation/Alarms;
(13) Drive-thru facilities;
(14) Day & Trade Labor Pool (Temporary Help);
(15) Boat Dealer/Rental;
(16) Cleaning Supply Store (Swimming Pool, Janitorial);
(17) Convenience Store;
(18) Gasoline Station;
(19) Showroom warehouse (single-product line);
(20) Merchandise, Used (Other);
(21) Merchandise, New (Supercenter, Discount, Department, Club);
(22) Home Improvement Center;
(23) Coin-operated Laundry;
(24) Funeral Home;
(25) Pet Care (Boarding and Daycare);
(26) Cemetery;
(27) Church;
(28) Civic & Fraternal Club/Organization;
(29) Group homes Type I, II, III, and IV;
(30) College, Seminary, University;
(31) School, Primary and Secondary;
(32) School, Industrial & Trade;
(33) Shooting Range, Indoor;
(34) Adult entertainment;
(35) Temporary employment agency;
(36) Tutoring or Testing Center;
(37) Private Parking Lots; and
(38) Social service agency.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

~~c~~d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

~~d~~e. School, Professional & Technical schools are limited to those that teach the culinary and visual arts.

~~e~~f. Additionally, no legally existing use shall be deemed non-conforming as a result of the CDO emulations.

…

D. Boynton Beach Boulevard Overlay (BBBO).

…

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Boynton Beach Boulevard and/or Seacrest Boulevard must consist of Commercial Uses at the build-to-line. The remainder of the ground floor frontage along Boynton Beach Boulevard and/or Seacrest Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Boynton Beach Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the exception of the following prohibited uses:

(1) Accessory Dwelling Unit;
(2) Dwelling, Single-family (detached);
(3) Dwelling, Two-family (duplex);
(4) Auto Broker;
(5) Automobile Rental;
(6) Automotive, Major Repair;
(7) Automotive, Minor Repair;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash, Self-serve Bay;
(12) Auto/Car Wash (Polishing, Waxing, Detailing);
(13) Automotive Window Tinting/Stereo Installation/Alarms;
(14) Drive-thru facilities;
(15) Day and Trade Labor Pool (Temporary Help);
(16) Boat Dealer/Rental;
(17) Cleaning Supply Store (Swimming Pool, Janitorial);
(18) Convenience Store;
(19) Gasoline Station;
(20) Furniture and Home furnishing, unless integrated into a mixed use development;
(21) Showroom warehouse (single-product line);
(22) Merchandise, Used (Other);
(23) Merchandise, New (Supercenter, Discount, Department, Club);
(24) Home Improvement Center;
(25) Coin-operated Laundry;

(26) Funeral Home;
(27) Pet Care (Boarding and Daycare);
(28) Cemetery;
(29) Church;
(30) Civic and Fraternal Club/Organization;
(31) Group homes Type I, II, III, and IV;
(32) College, Seminary, University;
(33) School, Primary and Secondary;
(34) School, Industrial and Trade;
(35) Shooting Range, Indoor;
(36) Adult entertainment;
(37) Temporary employment agency;
(38) Social service agency; and
(39) All industrial uses.

~~b~~c. Any other automobile-oriented use not listed above is prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

~~c~~d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

~~d~~e. Additionally, no legally existing use shall be deemed non-conforming as a result of the BBBO regulations.

…

E. Downtown Transit-Oriented Development District (DTODD) Overlay.

…

4. Use~~(s) Allowed~~.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and/or Seacrest Boulevard, and the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

(2) Fifty percent (50%) of the ground floor frontage of structures fronting SE 4th Street must consist of Commercial Uses at the build-to line.

b. For the DTODD, allowed uses are based on the underlying zoning district. See "Use Matrix," Table 3-28 in Chapter 3, Article IV, Section 3.D.

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE III. EXTERIOR BUILDING AND SITE DESIGN STANDARDS

…

Sec. 6. Design Standards for Development in Urban Areas.

…

D. Standards for Windows. Windows shall be located at pedestrian scale. A minimum of 70% of windows on the front or side facades shall be transparent. The remaining 30% may be opaque, provided that the following conditions are met:

a. Window construction using opaque glass shall appear identical to the transparent windows;

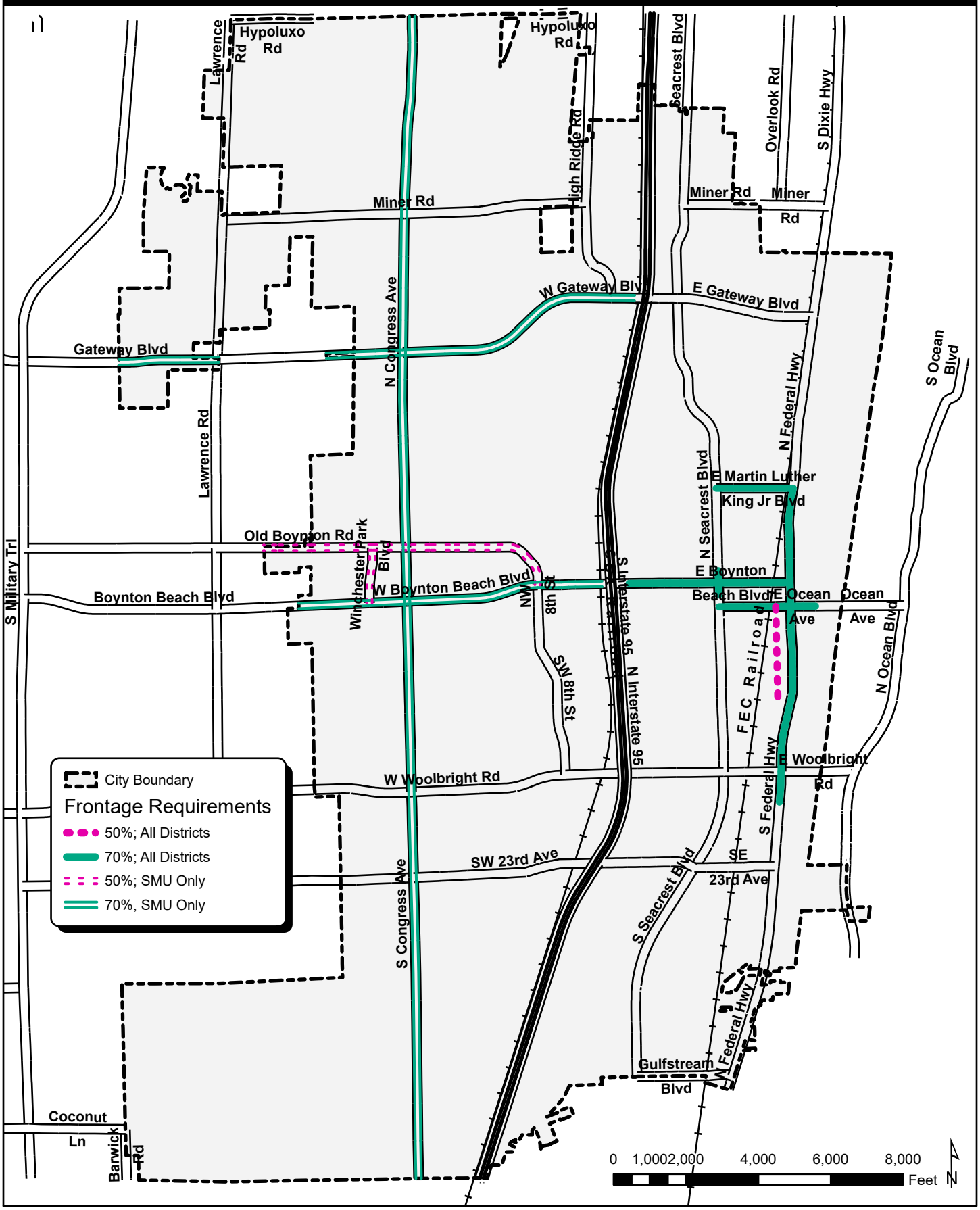
b. Opaque windows shall not be superficially attached to the wall;

c. Opaque windows shall not be perceptibly different in texture, color, or reflectivity than the glass of the transparent windows.

…

Exhibit A: Rights-Of-Way with Frontage Requirements
CDRV 22-005

CITY OF BOYNTON BEACH



Commercial Frontage Minimums

CDRV 22-005

City Commission Meetings
October 18, 2022 | November 1, 2022

Overview and Current Conditions

- Mixed-use zoning districts and overlays require a mixture of active/commercial uses along key corridors.
- Code requires active/commercial uses on the ground floor of buildings that front an arterial roadway.
- Currently, the code does not provide a specific percentage of required commercial frontage and minimum design standards.
- Code allows applicants to satisfy the existing Active/Commercial Use requirement by establishing residential service-type uses such as lounges, gyms, common rooms, and recreational spaces.
- The lack of clear commercial frontage standards limits staff's ability to require an adequate percentage of viable commercial spaces along key corridors. It also creates the possibility of commercial spaces that lack sufficient depth and/or width, resulting in vacant storefronts.

Proposed Amendments

COMMERCIAL USES

"Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices."

ACTIVE USES

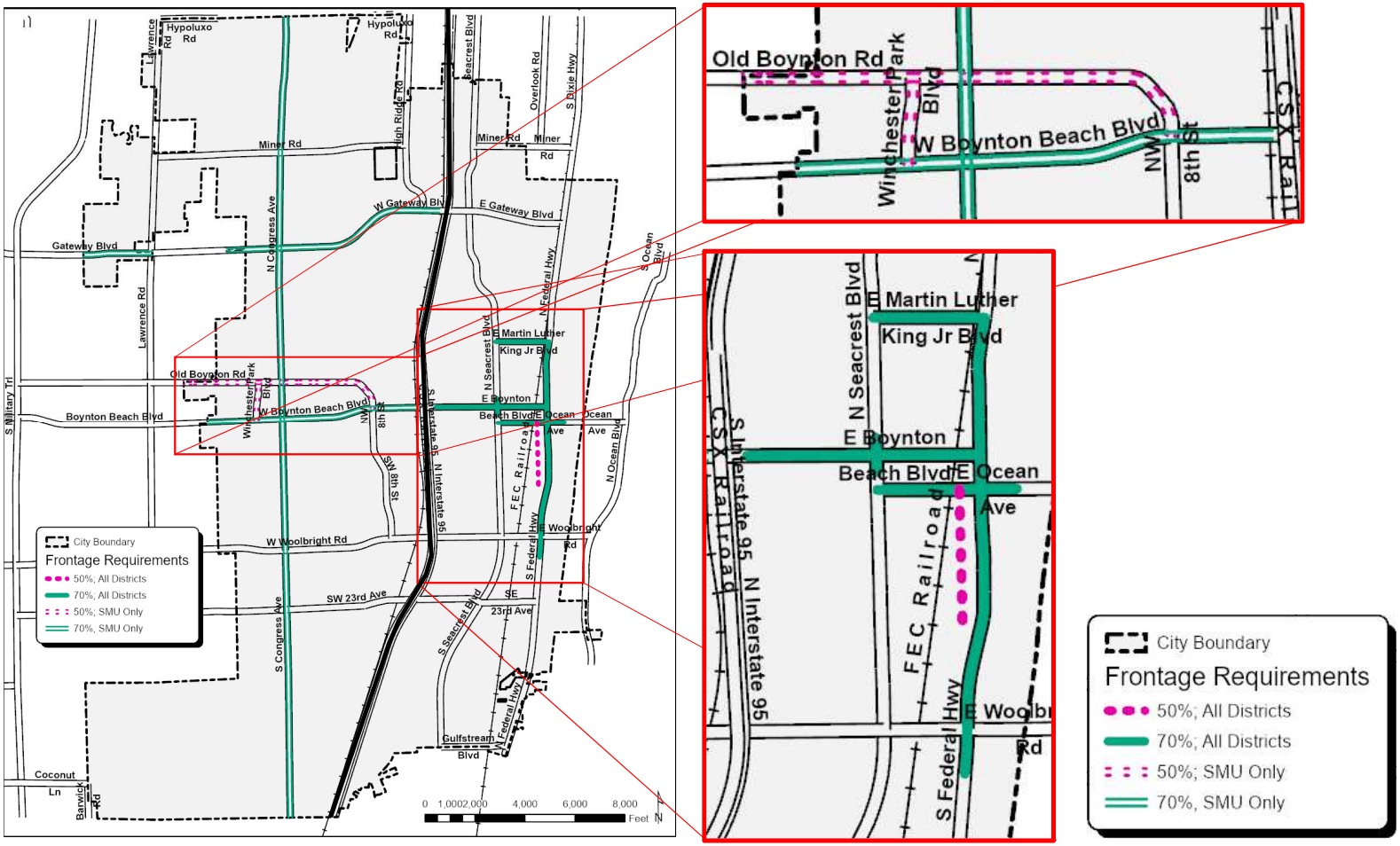
"Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area."

Proposed Amendments

- Staff's proposed amendments include requiring certain percentages of commercial frontage along key arterial rights-of-way. The following table provides a summary of the amendments being proposed:

Overlay Zone/Mixed-Use District	50% Commercial Frontage Required	70% Commercial Frontage Required, Remaining for Active Frontage
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

Proposed Amendments



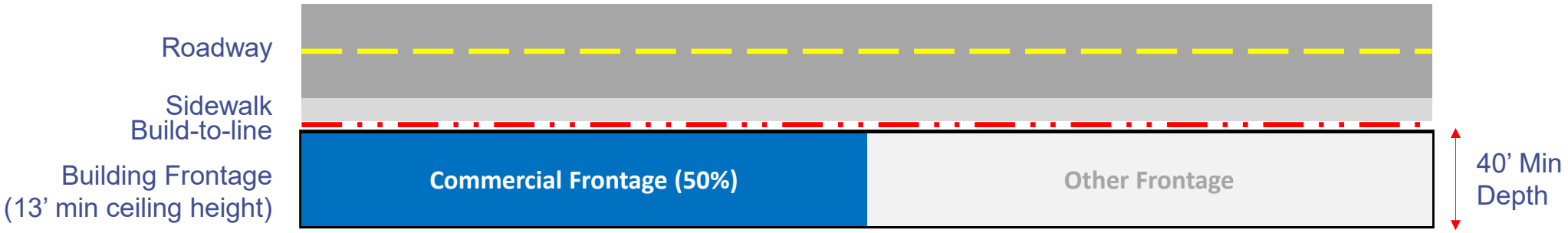
Commercial Frontage

City Commission Meeting – 10/18/2022 & 11/1/2022

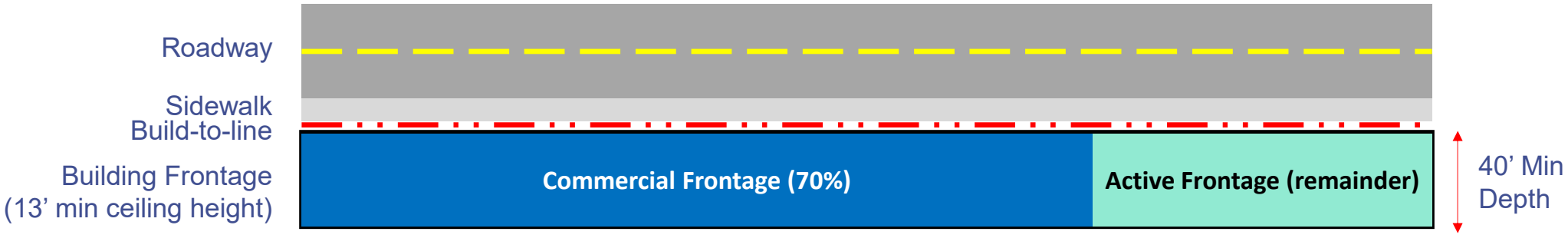
CDRV 22-005

Proposed Amendments

50% Commercial Frontage Requirement Diagram



70% Commercial Frontage Requirement + Remainder Active Frontage Diagram



CITY OF BOYNTON BEACH

Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Ordinance No. 22-019 - First Reading - Approve an ordinance of the City of Boynton Beach Florida amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification conflict severability and an effective date.

Explanation of Request:
The current ordinance has the investment policy imbedded within it. The purpose of amending this Ordinance is to define parameters through a separate policy in order to provide more flexibility for review by the General Pension Board on a regular basis and update with the fluctuation or necessity that the contemporaneous market demands. This Statement of Investment Policy is intended to complement the investment guidelines provided in applicable State Statutes and local ordinances.

How will this affect city programs or services? Allow the investment manager for the General Pension Fund to diversify and balance the portfolio of assets within the guidelines set forth in the policy rather than the Ordinance. The Policy will be filed with the Department of Management services, plan sponsor and actuary upon approval.

Fiscal Impact: None

Alternatives: Not amend the ordinance and leave the investment language as it currently exists.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Ordinance	Ordinance approving Amendment to Pension Investment Polic
Addendum	Investment Policy

ORDINANCE 22-019

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING ARTICLE II OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED EMPLOYEES PENSION PLAN AMENDING SECTION 18-145 CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND; PROVIDING FOR CODIFICATION CONFLICT SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Board at the advice of the Investment Consultant has recommended changes to the Investment Policy governing the Board's investments;

WHEREAS, the Board of Trustees ("Trustees") of the Employees' Pension Plan of the City of Boynton Beach Florida Pension Plan recommends amendment of Article II, Section 18-145 of the Plan to add the approved investment policy to the Code; and

WHEREAS the City Commission of the City of Boynton Beach Florida desires to so amend the Employees' Pension Plan of the City of Boynton Beach Florida

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH FLORIDA

Section 1. The foregoing **WHEREAS** clauses are hereby certified as being true and correct and are incorporated herein by this reference.

Section 2. Section 18-145 of Article II of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-145. City of Boynton Beach Investment Policy for General Employees' Pension Fund.

(a) General. The Board of Trustees of the Boynton Beach General Employees' Pension Fund has established this Statement of Investment Policy. This policy has been identified by the Board as having the greatest expected investment return, and the resulting positive impact on asset values, funded status, and benefits, without exceeding a prudent level of risk. The Board determined this policy after evaluating the implications of increased

investment return versus increased variability of return for **several** ~~a number of~~ potential investment policies with varying commitments to **different asset classes** ~~stocks and bonds~~.

(b) Purpose. **This Statement of Investment Policy is intended to complement the investment guidelines provided in applicable State Statutes, and local ordinances.** The purpose to this **Statement** ~~section~~ is to:

(1) Provide the investment manager a more accurate understanding of the trustees' investment objectives; and

(2) Indicate the criteria by which the investment manager's performance will be evaluated

(c) General Objectives. The primary investment objective of the Boynton Beach General Employees' Pension Fund is to achieve the absolute return objective over the near-term, intermediate-term and longer-term time periods. The secondary objective is to achieve moderate long-term real growth of the assets while minimizing the volatility of returns. To achieve these objectives, the Board of Trustees seeks to create a conservative, well diversified and balanced portfolio of asset classes managed in separate accounts, mutual funds, commingled funds, and/or limited partnerships. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the stated investment guidelines. The Board of Trustees will make direct investments in fund structured investments and acknowledges that no guidelines may be imposed on these investments.

(**d**~~c~~) Investment manager responsibilities.

(1) Within the guidelines and restrictions set forth herein, it is the intention of the Board to give the investment manager full investment discretion, with respect to assets under its management. The investment manager shall discharge its responsibilities in the same manner as it would if the fund were governed by the fiduciary~~,~~ responsibility provisions of the Employee-Retirement Income Security Act of 1974 (ERISA). Although the fund trustees acknowledge that ERISA does not apply to a governmental fund, it hereby imposes the fiduciary provisions of ERISA upon **each** ~~the~~ investment manager whose performance shall conform to the statutory provisions, rules, regulations, interpretations, and case law of ERISA. The investment manager shall acknowledge, in writing, that it is a named fiduciary of the fund.

(2) **Each** ~~The~~ investment manager is expected to provide any reasonable information requested by the Board of Trustees. At a minimum, each manager shall provide a quarterly report detailing their investment activity, the portfolio's current value, and any changes in investment philosophy or strategy. **Each** ~~The firm's~~ investment manager is expected to meet with the Board of Trustees **or their designated representatives periodically to review investment performance and philosophy.** ~~at least once per year. A designated representative will meet with the Board of Trustees, at least quarterly. A designated~~

~~representative of a mutual fund company is not required to attend meetings with the Board of Trustees.~~

(3) Unless otherwise provided by the **Fund's** custodian, **each** ~~the~~ investment manager will monitor portfolio activity to minimize uninvested cash balances.

(4) **Each** ~~The~~ investment manager shall be responsible only for those assets under **their** ~~its~~ management.

(5) It will be the responsibility of **each** ~~the~~ investment manager to review the monthly valuations provided by the **Fund's** custodian and to note, in writing, any significant discrepancies from the valuations provided in their own reports.

(e) Florida Statute 112.

(1) EXPECTED ANNUAL RATE OF RETURN: With consideration to rates of return from different asset classes, the Board of Trustees has crafted its investment program in order to deliver an expected rate of return similar to that of the actuarial assumed rate. The Board shall determine for each actuarial valuation, the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. The total expected annual rate of return is anticipated to be similar to the actuarial assumed rate of return. This determination is to be filed with the Department of Management Services and with the plan sponsor and consulting actuary.

(2) CONTINUING EDUCATION: The Board of Trustees relies on its consultants and professionals to provide continuing education on pension and investment issues. The Board of Trustees also recognize state and regional conferences as a source of continuing education. The Trustees are encouraged to attend conferences, schools, and other functions periodically in order to fulfill this requirement.

(3) FILING OF INVESTMENT POLICY: The investment policy is to be promptly filed with the Department of Management Services, plan sponsor and consulting actuary. The effective date of the investment policy and any amendment thereto shall be the 31st calendar day following the filing date with the plan sponsor.

(f) INVESTMENT OBJECTIVES. Given the above stated purpose of the Boynton Beach General Employees' Pension Fund, the Board of Trustees recognizes the necessity of a long-term horizon when formulating investment policies and strategies. However, shorter-term investment goals have been established and are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk.

Most investment styles require a full market cycle to allow an investment manager to demonstrate his abilities. A full market cycle is generally defined as a three-to-five-year time period. As a result, performance results will be measured over a three-to-

five-year period. Performance over shorter time periods will be monitored as a means of identifying the trend of results.

The specific investment objectives of the Boynton Beach General Employees' Pension Fund are as follows:

Absolute Return Objective: The goal of the Boynton Beach General Employees' Pension Fund shall be to achieve an average annual rate of return greater than the applicable actuarial assumed rate of return net of investment expenses, over the longer term (3 to 5 years).

Market Return Objective: In order to provide a reference of fund return and risk relative to a similar basket of passive assets, the board has developed a "Target Index". The fund's objective is to achieve a rate of return over the long term (3 to 5 years), which exceeds the return of a Target Index.

The Target Index for the Boynton Beach General Employees' Pension Fund is defined as a 35% investment in the Russell 1000 Stock Index, a 15% investment in the Russell 2000 Stock Index, a 10% investment in the MSCI Europe, Australasia and Far East Stock Index, a 20% investment in the NCREIF Property Index and a 15% investment in the Bloomberg Barclays Capital Aggregate Bond Index.

Peer Return Objective: It is expected that the total rate of return earned by the Fund and the returns earned by the stock and bond portions of the portfolio will each rank in the top 50% when compared to a representative universe of other, similarly managed portfolios.

~~(d) General objectives.~~

~~(1) The primary investment objective of the Boynton Beach General Employees' Pension Fund is the preservation of invested capital. The secondary objective is to achieve moderate long-term real growth (after inflation) while minimizing the volatility of returns.~~

~~(2) To achieve these objectives, the Board seeks to create a well-diversified and balanced portfolio of high quality equity, fixed income and money market securities. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the state investment guidelines.~~

~~(e) Investment objectives.~~

~~(1) Investment objectives are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk. Most investment styles require a full market cycle to allow an investment manager to demonstrate his or her abilities. A full market cycle is generally defined as a three to five year period. As a result, performance objectives will be~~

~~measured over three to five year periods. Monitoring shorter periods may be used to determine the trend of performance premiums or deficiencies.~~

~~(2) The specific objectives of the Boynton Beach General Employees' Pension Fund are as follows:~~

~~a. Primary objective:~~

~~1. To earn an average rate of return over the long term (three to five years) which exceeds the return of a Target Index. The Target Index for the Boynton Beach General Employees' Pension Fund is defined as a 55% investment in the Russell 1000 Stock Index, a 10% investment in the Russell 2000 Stock Index, a 20% investment in the MSCI Europe Austrailasia and Far East Stock Index (EAFE), a 10% investment in the NCREIF Property Index, and a 25% investment in the Barclays Capital Aggregate Bond Index.~~

~~2. In addition, it is expected that the total rate of return earned will rank above average when compared to a representative universe of other, similarly managed portfolios.~~

~~b. Secondary objective: A further goal of the Boynton Beach General Employees' Pension Fund shall be to achieve an average annual rate of return greater than the absolute return of 8%, over the longer term. This absolute return objective will be evaluated in the context of the prevailing investment market conditions.~~

~~c. Volatility: The volatility of the fund's total returns is expected to be similar to that of the Target Index and will be evaluated accordingly.~~

~~(3) The investment objectives set forth herein have been established for the entire Boynton Beach General Employees' Pension Fund. The specific investment objectives for each investment manager will be outlined in separate documents which will be addenda hereto and incorporated herein to this overall statement of investment policy.~~

(**g**~~f~~) Investment guidelines.

(1) The Board of Trustees has established the following target asset allocation for the entire Boynton Beach General Employees' Pension Fund:

	Target Allocation (at market)	Target Range (at market)	**Representative Benchmark**
Equity**:** ~~securities~~			
Domestic equity **Large Cap**	**35%**~~45%~~	**25%** ~~30%~~ - 60%	**Russell 1000**
Domestic Small/Mid	**15%**	**5%-20%**	**Russell 2000/2500**

Cap	**10%**~~20%~~	5% - 25%	**MSCI EAFE**
Foreign equity			
Total Equity	**60%**		
Fixed income & equivalents			
Fixed income	**20%** ~~25%~~	**10%**~~20%~~ - 70%	**Bloomberg Barclays Agg/Int**
Direct real estate	**20%** ~~10%~~	5% - **30%** ~~15%~~	**NCREIF Property Index ODCE**
Cash equivalents	0%	0% - 10%	**T-bills**

It may be necessary to rebalance the portfolio periodically to maintain policy targets and diversification. The Board of Trustees will monitor each component of the Retirement Plan (including asset class, mutual fund, and portfolio manager asset values) and will adjust as necessary at quarterly meetings. To implement this strategy, the Board has chosen to hire one or more professional investment managers. The following guidelines and restrictions apply to all fund investments.

~~(2) To implement this strategy, the Board has chosen to hire one or more professional investment managers. Specific assignments and additional guidelines for each investment manager will be outlined in addenda to this section. The following guidelines and restrictions apply to all fund investments.~~

~~(3)~~ In accordance with the policies established by the Board of Trustees, the assets of the Boynton Beach General Employees' Pension Fund shall be invested in a diversified portfolio of fully ~~negotiable, equity, fixed income, and money market~~ securities, **funds, or pooled assets,** provided they meet the following criteria:

a. Equity securities:

1. Investments in equity securities shall be limited to no more than ~~75% at market valuation or~~ 65% at cost valuation of the fund's total asset value;

2. All equity investments shall be limited to fully and easily negotiable equity securities;

3. ~~No more than 5% at cost value of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer;~~

~~4.~~ Investments in ~~stocks of~~ foreign **securities** ~~companies~~ shall be limited to 25% (at market) of the total investment portfolio. **The Board may achieve**

diversification in foreign equity through commingled fund or institutional mutual fund vehicles. These pooled investments are considered an investment in foreign securities. American Depository Receipts (ADRs) and foreign ordinary securities traded on domestic exchanges are United States dollar-denominated securities listed and traded on a United States exchange and are considered part of the ordinary investment strategy of the Board. These securities are not considered foreign securities;

4. Exchange traded funds (ETFS) may be utilized but may not exceed 10% (at market valuation) of any equity manager's portfolio.

5. **No more than 20% of the equity securities are to be invested in small or mid-cap stocks. The Board defines small and mid-cap stocks the stocks whose market capitalization is less than $5 billion dollars.** ~~Investment in those corporations whose stock has been publicly traded for less than one year are limited to 15% of the equity portfolio~~; and

6. **No more than 5% at cost value of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer.** ~~Equities may be managed through the purchase of open-end, no-load mutual funds, exchange traded funds, or commingled funds. Those securities/funds purchased directly by investment advisors are expected to adhere to the guidelines herein. The Board implicitly accepts the policy of a mutual or commingled fund when it makes a direct investment.~~

b. Fixed income securities:

1. The fixed income portfolio shall comply with the following guidelines:

(A) The average credit quality of the **bond** ~~fixed income~~ portfolio shall be rated "A" or higher; and

(B) The duration of the fixed income portfolio **shall not exceed** ~~should be less than~~ 135% of the duration of the market index. The market index is defined as the **Bloomberg** Barclays Capital Aggregate Bond Index.

2. Investments in all corporate fixed income securities shall be limited to:

(A) Those securities rated "**BBB" shall not exceed 20% of the entire fixed income portfolio.** ~~"BAA" or higher by Moody's or by Standard & Poor's rating services. Fixed income securities, which are downgraded below the minimum rating, shall be sold at the earliest beneficial opportunity;~~

(B) ~~Securities issued by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia; and~~

~~(C)~~ No more than **5%** ~~10%~~ at cost of an investment manager's total fixed income' portfolio shall be invested in the securities of any single corporate issuer.

3. **Futures contracts may be used on a non-levered basis for duration adjustment and yield curve positioning purposes.** ~~Investments in Collateralized Mortgage Obligations (CMOs) shall be limited to 15% of the market value of the investment manager's total portfolio and shall be restricted to issues which meet all of the following criteria:~~

~~(A) All issues must be backed by mortgage securities issued, guaranteed, or fully insured by the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA) or that are rated "Aaa" by Moody's or "AAA" by Standard & Poor's rating services.~~

4. There is no limit imposed on investments in fixed income securities issued directly by the United States government or any agency or instrumentality thereof.

5. **Commingled vehicles managed by the investment adviser may be used to assist with the efficient implementation of portfolio strategy**. ~~Fixed income securities may be managed through the purchase of open-end, no-load mutual funds or commingled funds. Those securities/funds purchased directly by investment advisors are expected to adhere to the guidelines herein. The Board implicitly accepts the policy of a mutual or commingled fund when it makes a direct investment.~~

6. Index ETF's may be used for the efficient implementation of portfolio strategy.

c. **Real Estate**

1. Investments in real estate shall not exceed 30% (at market valuation) of the value of the total Fund assets.

2. All real estate investments shall be made through participation in diversified commingled funds of real properties. These funds shall be broadly diversified as to property type and geography.

3. Experienced and professional real property investment managers shall manage all real estate investments

d. Absolute Return:

1. Investments in absolute or real return strategies shall not exceed 20% of the value of the total Fund assets.

2. All absolute or real return investments shall be made through participation in diversified commingled funds, mutual fund or limited partnership vehicles.

3. The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.

e. Private Equity / Private Credit:

1. Investments in private equity and credit strategies shall not exceed 15% of the value of the total Fund assets.

2. All private equity and private credit investments shall be made through participation in diversified limited partnership vehicles.

3. The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.

f. Cash equivalent securities:

1. The investment manager may invest only in the following short-term investment vehicles:

(A) The money market or STIF provided by the plan's custodian;

(B) Direct obligations of the United States government with a maturity of one year or less;

(C) Commercial paper with a maturity of 270 days or less that is rated A-1 by Standard & Poor's or P-1 or higher by Moody's; and

(D) Bankers acceptances issued by the largest 50 banks in the United States (in terms of total assets).

(4) Mutual Funds / Commingled Funds / Limited Partnerships: The Board of Trustees recognizes and accepts that commingled, mutual fund and limited partnership investments will be dictated by the investment policies and guidelines of those funds and that no additional constraints may be imposed on them. The decision to make a direct investment in any vehicle will only be made by the Board of Trustees after a thorough review of the policies of the governing documents of those funds and after it has been determined that those policies are appropriate and materially consistent with the investment objectives.

(**5**4) Prohibited **securities** ~~investments~~. **Only those derivative securities expressly described herein are permissible. Trading on margin and short selling**

are prohibited for separate account managers. ~~Investments in interest only or principal only CMOs, precious metals, limited partnerships of any kind, direct investment in real estate, repurchase agreements, venture capital, futures contracts, options contracts, municipal bonds, trading on margin and short selling are prohibited. Investments not specifically addressed in this section are considered prohibited investments.~~

(6) Performance Evaluation. The Board of Trustees intends to review investment performance and compliance with stated investment policies on a quarterly basis.

(5) Review of policy. It is the intention of the Board of Trustees of the Boynton Beach General Employees' Pension Fund to review this statement of investment policy and its addenda periodically to amend it **by policy** to reflect any changes in philosophy or objectives. However, if at any time the investment manager believes that the specific objectives defined herein cannot be met or that these guidelines unnecessarily constrict performance, the Board shall be so notified in writing.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach Florida. The Sections of this ordinance may be renumbered re-lettered and the word Ordinance may be changed to Section Article or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. If any clause section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not effecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective immediately upon adoption provided that the changes approved herein are effective retroactively to May 23, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____

Commissioner – Aimee Kelley ____ ____

VOTE _____

ATTEST:

_____ _____

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

APPROVED AS TO FORM:

_____

Michael D. Cirullo, Jr.
City Attorney

(Corporate Seal)

BOYNTON BEACH GENERAL EMPLOYEES' PENSION FUND

STATEMENT OF INVESTMENT POLICY GOALS AND GUIDELINES

Adopted: May 23, 2022

PURPOSE

The Board of Trustees of the City of Boynton Beach General Employees' Pension Fund has established this Statement of Investment Policy. This policy has been identified by the Board as having the greatest expected investment return, and the resulting positive impact on asset values, funded status, and benefits, without exceeding a prudent level of risk. The Board determined this policy after evaluating the implications of increased investment return versus increased variability of return for several potential investment policies with varying commitments to different asset classes.

This Statement of Investment Policy is intended to complement the investment guidelines provided in applicable State Statutes, and local ordinances. The purpose of this Statement is to:

1) Provide the investment manager a more accurate understanding of the Trustees' investment objectives and,

2) Indicate the criteria by which the investment manager's performance will be evaluated.

GENERAL OBJECTIVES

The primary investment objective of the Boynton Beach General Employees' Pension Fund is to achieve the absolute return objective over the near-term, intermediate-term and longer-term time periods. The secondary objective is to achieve moderate long-term real growth of the assets while minimizing the volatility of returns. To achieve these objectives, the Board of Trustees seeks to create a conservative, well diversified and balanced portfolio of asset classes managed in separate accounts, mutual funds, commingled funds, and/or limited partnerships. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the stated investment guidelines. The Board of Trustees will make direct investments in fund structured investments and acknowledges that no guidelines may be imposed on these investments.

INVESTMENT MANAGER RESPONSIBILITIES

1) Within the guidelines and restrictions set forth herein, it is the intention of the Board of Trustees to give each investment manager full investment discretion with respect to assets under its management. The investment managers shall discharge their responsibilities in the same manner as if the Fund were governed by the fiduciary responsibility provisions of the Employee Retirement Income Security Act of 1974 (ERISA). Although the Fund Trustees acknowledge that ERISA does not apply to the Fund as a governmental fund, it hereby imposes the fiduciary provisions of ERISA upon each investment manager whose performance shall conform to the statutory provisions, rules, regulations, interpretations and case law of ERISA. Each investment manager shall acknowledge, in writing, that it is a named fiduciary of the Fund.

2) Each investment manager is expected to provide any reasonable information requested by the Board of Trustees. At a minimum, each manager shall provide a quarterly report detailing their investment activity, the portfolio's current value and any changes in investment philosophy or strategy. Each investment manager is expected to meet with the Board of Trustees or their designated representatives periodically to review investment performance and philosophy.

3) Unless otherwise provided by the Fund's Custodian, each investment manager will monitor portfolio activity to minimize uninvested cash balances.

4) Each investment manager shall be responsible only for those assets under their management.

5) It will be the responsibility of each investment manager to review the monthly valuations provided by the Fund's custodian and to note, in writing, any significant discrepancies from the valuations provided in their own reports.

Florida Statute 112

1. EXPECTED ANNUAL RATE OF RETURN: With consideration to rates of return from different asset classes, the Board of Trustees has crafted its investment program in order to deliver an expected rate of return similar to that of the actuarial assumed rate. The Board shall determine for each actuarial valuation, the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. The total expected annual rate of return is anticipated to be similar to the actuarial assumed rate of return. This determination is to be filed with the Department of Management Services and with the plan sponsor and consulting actuary.

2. CONTINUING EDUCATION: The Board of Trustees relies on its consultants and professionals to provide continuing education on pension and investment issues. The Board of Trustees also recognize state and regional conferences as a source of continuing education. The Trustees are encouraged to attend conferences, schools, and other functions periodically in order to fulfill this requirement.

3. FILING OF INVESTMENT POLICY: The investment policy is to be promptly filed with the Department of Management Services, plan sponsor and consulting actuary. The effective date of the investment policy and any amendment thereto shall be the 31st calendar day following the filing date with the plan sponsor.

INVESTMENT OBJECTIVES

Given the above stated purpose of the Boynton Beach General Employees' Pension Fund, the Board of Trustees recognizes the necessity of a long-term horizon when formulating investment policies and strategies. However, shorter-term investment goals have been established and are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk.

Most investment styles require a full market cycle to allow an investment manager to demonstrate his abilities. A full market cycle is generally defined as a three-to-five-year time period. As a result, performance results will be measured over a three-to-five-year period. Performance over shorter time periods will be monitored as a means of identifying the trend of results.

The specific investment objectives of the Boynton Beach General Employees' Pension Fund are as follows:

Absolute Return Objective: The goal of the Boynton Beach General Employees' Pension Fund shall be to achieve an average annual rate of return greater than **the applicable actuarial assumed rate of return** net of investment expenses, over the longer term (3 to 5 years).

Market Return Objective: In order to provide a reference of fund return and risk relative to a similar basket of passive assets, the board has developed a "Target Index". The fund's objective is to achieve a rate of return over the long term (3 to 5 years), which exceeds the return of a Target Index.

The Target Index for the Boynton Beach General Employees' Pension Fund is defined as a **35%** investment in the Russell 1000 Stock Index, a **15%** investment in the Russell 2000 Stock Index, a **10%** investment in the MSCI Europe, Australasia and Far East Stock Index, a **20%** investment in the NCREIF Property Index and a **15%** investment in the Bloomberg Barclays Capital Aggregate Bond Index.

Peer Return Objective: It is expected that the total rate of return earned by the Fund and the returns earned by the stock and bond portions of the portfolio will each rank in the top 50% when compared to a representative universe of other, similarly managed portfolios.

The above investment objectives have been established for the entire Boynton Beach General Employees' Pension Fund. The specific investment objectives for each investment manager will be outlined in Exhibit A.

INVESTMENT GUIDELINES

The Board of Trustees has established the following target asset allocation for the entire Boynton Beach General Employees' Pension Fund:

	Target Allocation (at market)	Permissible Range (at market)	Representative Benchmark
Equity:			
Domestic Large Cap Equity	35%	25% - 60%	Russell 1000
Domestic Small / Mid Cap	15%	5% - 20%	Russell 2000 / 2500
Foreign Equity	10%	5% - 25%	MSCI EAFE
Total Equity	***60%***		
Fixed Income & Equivalents:			
Fixed Income	20%	10% - 70%	Bloomberg Barclays Capital Agg / Int
Direct Real Estate*	20%	5% - 30%	NCREIF Property Index ODCE
Cash Equivalents	0%	0% - 10%	T-bills

It may be necessary to rebalance the portfolio periodically to maintain policy targets and diversification. The Board of Trustees will monitor each component of the Retirement Plan (including asset class, mutual fund, and portfolio manager asset values) and will adjust as necessary at quarterly meetings. To implement this strategy, the Board has chosen to hire one or more professional investment managers. The following guidelines and restrictions apply to all fund investments.

In accordance with the policies established by the Board of Trustees, the assets of the Boynton Beach General Employees' Pension Fund shall be invested in a diversified portfolio of securities, funds or pooled assets, provided they meet the following criteria:

EQUITY SECURITIES:

1) Investments in equity securities shall be limited to no more than **65%** (at cost value) of the Fund's total asset value.

2) Investments in all equity securities shall be limited to fully and easily negotiable equity securities.

3) Investments in foreign securities shall be limited to **25%** (at market valuation) of the total investment portfolio. The board may achieve diversification in foreign equity through commingled fund or institutional mutual fund vehicles. These pooled investments are considered an investment in foreign securities.

   a) American Depository Receipts (ADRs) and foreign ordinary securities traded on domestic exchanges are United States dollar-denominated securities listed and traded on a United States exchange and are considered part of the ordinary investment strategy of the Board. These securities are not considered foreign securities and may be purchased by separate account managers without limitation.

4) Exchange traded funds (ETFs) may be utilized but may not exceed **10%** (at market valuation) of any equity manager's portfolio.

5) No more than **20%** of the equity securities are to be invested in small or mid-cap stocks. The Board defines small and mid-cap stocks the stocks whose market capitalization is less than $5 billion dollars.

6) No more than **5%** (at cost) of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer.

FIXED INCOME SECURITIES:

1) The fixed income portfolio shall comply with the following guidelines:

    a. The average credit quality of the bond portfolio shall be **"A"** or higher.

    b. The duration of the fixed income portfolio shall not exceed 135% of the duration of the market index. The market index is defined as the Bloomberg Barclays Capital Aggregate Bond Index.

2) Investments in all corporate fixed income securities shall be limited to:

    a. Those securities rated below "BBB" shall not exceed **20%** of the entire fixed income portfolio.

    b. No more than 5% at cost of an investment manager's total fixed income portfolio shall be invested in the securities of any single corporate issuer.

3) Futures contracts may be used on a non-levered basis for duration adjustment and yield curve positioning purposes.

4) There is no limit imposed on investments in fixed income securities issued directly by the United States Government or any agency or instrumentality thereof.

5) Commingled vehicles managed by the investment adviser may be used to assist with the efficient implementation of portfolio strategy.

6) Index ETF's may be used for the efficient implementation of portfolio strategy.

REAL ESTATE

1) Investments in real estate shall not exceed **30%** (at market valuation) of the value of the total Fund assets.

2) All real estate investments shall be made through participation in diversified commingled funds of real properties. These funds shall be broadly diversified as to property type and geography.

3) Experienced and professional real property investment managers shall manage all real estate investments.

ABSOLUTE RETURN:

1) Investments in absolute or real return strategies shall not exceed **20%** of the value of the total Fund assets.

2) All absolute or real return investments shall be made through participation in diversified commingled funds, mutual fund or limited partnership vehicles.

3) The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.

PRIVATE EQUITY / PRIVATE CREDIT:

1) Investments in private equity and credit strategies shall not exceed **15%** of the value of the total Fund assets.

2) All private equity and private credit investments shall be made through participation in diversified limited partnership vehicles.

3) The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.

CASH EQUIVALENT SECURITIES:

1) The investment manager may invest only in the following short term investment vehicles:

   a. The money market or STIF provided by the Plan's custodian.

   b. Direct obligations of the United States Government with a maturity of one year or less.

   c. Commercial Paper with a maturity of 270 days or less that is rated A-1 by Standard & Poor's or P-1 by Moody's.

   d. Bankers Acceptances issued by the largest 50 banks in the United States (in terms of total assets).

MUTUAL FUNDS / COMMINGLED FUNDS / LIMITED PARTNERSHIPS:

The Board of Trustees recognizes and accepts that commingled, mutual fund and limited partnership investments will be dictated by the investment policies and guidelines of those funds and that no additional constraints may be imposed on them. The decision to make a direct investment in any vehicle will only be made by the Board of Trustees after a thorough review of the policies of the governing documents of those funds and after it has been determined that those policies are appropriate and materially consistent with the investment objectives.

PROHIBITED SECURITIES:

Only those derivative securities expressly described herein are permissible. Trading on margin and short selling are prohibited for separate account managers.

PERFORMANCE EVALUATION

The Board of Trustees intends to review investment performance and compliance with stated investment policies on a quarterly basis.

REVIEW OF POLICY

It is the intention of the Board of Trustees to review this Statement of Investment Policy and its addenda periodically and to amend it to reflect any changes in philosophy or objectives. However, if at any time the investment managers believe that the specific objectives defined herein cannot be met or that these guidelines unnecessarily constrict performance, the Trustees shall be so notified in writing.

Adopted: May 23, 2022

_____ _____

BOARD OF TRUSTEES Date
BOYNTON BEACH GENERAL EMPLOYEES'
PENSION FUND

C: Boynton Beach GE\Policy\BBGE IPS FINAL 2-22-21

EXHIBIT A

Actively managed strategies / funds are expected to meet or exceed the stated policy benchmark and to rank above average to its comparative universe over a three to five-year period. Passive investments are expected to replicate their respective benchmarks and will be ranked against comparative universes for informational purposes. Passive funds are not expected to rank above average -v- a sample of active managers. The Board of Trustees will place an actively managed strategy "under review" if these performance expectations are not met over a 3-5-year period. The Board of Trustees may place an actively managed strategy "under review" if the standard deviation of returns is considered inappropriate based on the unique characteristics of each strategy.

Asset Manager	Policy Benchmark	Comparative Universe
Clearbridge	R1000 Growth	Large Cap Growth Universe
Schwab Total Market Index	R1000	Large Cap Core Universes
Mutual of America	S&P 400	Small / Mid Cap Universe
Vanguard Dividend Growth	S&P 500	Large Cap Core Universe
Vanguard 500 Index	S&P 500	Large Cap Core Universe
Atlanta Capital	Russell 2500 Index	Small / Mid Universe
EuorPacific Growth	MSCI EAFE	International Universe
Harding Loevner	MSCI EAFE	International Universe
JPM SPF	NCREIF ODCE	US Private Real Estate Universe
JPM SSPF	NCREIF ODCE	US Private Real Estate Universe
RE Manager 3 (TBD)	NCREIF ODCE	US Private Real Estate Universe
RE Manager 4 (TBD)	NCREIF ODCE	US Private Real Estate
Dodge & Cox Income	BB Aggregate Bond Index	Intermediate Core+ Fixed Income Universe
Garcia Hamilton	BB Aggregate Bond Index	US Fixed Income Universe
PIMCO Capital Securities	ICE BofA Preferred Stock Index	Preferred Securities Universe
PIMCO Income Fund	BB Aggregate Bond Index	Multisector Fixed Income Univsre

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Ordinance No. 22-020- First Reading - An Ordinance of the City of Boynton Beach Florida amending Article III of Chapter 18 of the Boynton Beach Code of Ordinances entitled Municipal Police Officers' Retirement Trust Fund amending Section 18-164 to provide for pension contributions by drop members; amending Section 18-175 deferred retirement option plan to provide for 8-year drop; providing for codification conflict, severability, and an effective date.

Explanation of Request: The Police Pension Plan Ordinance needs to be amended to reflect negotiated changes to the pension plan as it relates to extending DROP participation from five (5) years to eight (8) years and the associated three percent (3%) employee contributions that will resume in years six through eight of DROP.

How will this affect city programs or services? This amended Ordinance will update the necessary language so that proper implementation of the 8-year DROP for police pension plan participants can occur.

Fiscal Impact:
There is no fiscal impact to update the Ordinance. [Fiscal impact information was provided and approved in conjunction with the previous passage of the respective PBA collective bargaining agreements on September 22, 2022.]

Per the actuarial study provided, this Ordinance will not impact the cost of the Plan during the first year. It is projected to reduce the cost of the Plan in future years of approximately $2.8 million in Total Present Value over the next 30 years.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving Police Pension DROP Plan
🗋	Attachment	Actuarial Impact Statement

ORDINANCE 22-020

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING ARTICLE III OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AMENDING SECTION 18-164 TO PROVIDE FOR PENSION CONTRIBUTIONS BY DROP MEMBERS; AMENDING SECTION 18-175 DEFERRED RETIREMENT OPTION PLAN TO PROVIDE FOR 8 YEAR DROP; PROVIDING FOR CODIFICATION CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and the Palm Beach County Police Benevolent Association ("Union") have agreed in collective bargaining to provide for an eight-year Deferred Retirement Option Plan ("DROP") and to require contributions for DROP members; and

WHEREAS, the City Commission of the City of Boynton Beach Florida desires to so amend the Boynton Beach Police Officers Pension Fund.

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby certified as being true and correct and are incorporated herein by this reference.

Section 2. Section 18-164(b) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-164. Creation and maintenance of fund and retirement system.

***

(b) The fund shall be maintained in the following manner:

(1) By payment to the fund of the net proceeds of the .85% excise tax which is imposed by the City of Boynton Beach upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of the City of Boynton Beach as authorized in F.S. Chapter 185, amended. These amounts are to be deposited with the Board of Trustees within five days of receipt by the municipality. F.S. Ch. 185. Beginning November of 2017 and ending November of 2021, $30,000.00 of each year's distribution of the insurance premium

excise tax provided for in this subsection will be used by the City to offset the unfunded actuarial liability of the fund. The remainder of the insurance premium excise tax received each year will be used as set forth in Section 18-169(f) of the plan, which provides for a supplemental benefit as defined in F.S. Section 185.02(22).

(2) By the payment to the fund of 7% of the salary of each full-time police officer duly appointed and enrolled as a member of the City of Boynton Beach Police Department; which 7% shall be picked up, rather than deducted, by the City of Boynton Beach from the compensation due to the Police Officer and paid over to the Board of Trustees of the Boynton Beach Police Officers' Pension Fund on a bi-weekly basis. All pickup contributions shall be treated as employer contributions for the purposes of determining tax treatment under the Internal Revenue Code of 1986, as amended. All such pick-up amounts shall be considered as employee contributions for purposes of this plan. The percentage deducted from the police officers' salaries are to be deposited with the Board of Trustees immediately. F.S. Ch.185, Boynton Beach Code of Ordinances Sec. 18-170.

a. Effective the first full payroll period after October 1, 2019, the employee contribution will increase to 7.5%.

b. Effective the first full payroll period after October 1, 2020, the employee contribution will increase to 8.0%.

c. Effective the first full payroll period after October 1, 2021, the employee contribution will increase to 8.5%.

d. The increase in employee contributions provided for in subsections a.- c. will not reduce the City's contribution. The excess City contribution created by those additional contributions will be used to offset the unfunded actuarial liability.

e. To fund the monthly supplemental benefit provided for in Sec. 18-169(f), effective October 1, 2001, each police officer shall contribute an additional 1% of salary through twenty years of service. This contribution is picked up rather than deducted under the provisions of Code Sec. 414(h)(2).

f. Effective the first full payroll period after December 1, 2022, the members participating in the DROP beyond five (5) years will contribute 3% of their salary beginning with the sixty-first month of DROP participation.

(3) By all fines and forfeitures imposed and collected from any police officer because of the violation of any rule and regulation adopted by the Board of Trustees. F.S. Ch. 185.

(4) By mandatory payment at least quarterly by the City of Boynton Beach a sum equal to the normal cost and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in F.S. Chapter 112, Part VII. F.S. Ch. 185. On an annual basis, the Board of Trustees will evaluate the actuarial assumptions used.

(5) By all gifts, bequests, and devises when donated to the fund. F.S. Ch. 185.

(6) By all accretions to the fund by way of interest or dividends on bank deposits, or otherwise. F.S. Ch. 185.

(7) By all other sources or income now or hereafter authorized by law for the augmentation of the Boynton Beach Police Officers' Pension Fund. F.S. Ch. 185.

Section 3. Section 18-175 (a) Deferred retirement option plan of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-175. Deferred retirement option plan.

(a) A deferred retirement option plan ("DROP") is hereby created.

(1) **Prior to October 1, 2022, the DROP was for a period of 5 years.** ~~Members hired on and before September 30, 2019 who elect to participate in the DROP are subject to the DROP terms as provided for in this Section 18-175.~~

(2) ~~Members hired on and after October 1, 2019 who elect to participate in the DROP are subject to the DROP terms as provided for in Section 18-300 of the City of Boynton Beach Code.~~ **Effective October 1, 2022, all Members are eligible to participate in the DROP for eight (8) years. Members who are already participating in the DROP on October 1, 2022 will have the option to elect into the eight (8) year DROP by completing a form provided for that purpose. This election in the extended eight (8) year DROP is a one-time opportunity. The election to participate in the eight (8) year DROP must be made within 30 days of the second reading of this Ordinance. The election will permit the Member to stay in the DROP for up to eight (8) years, to elect the 7% rate of return, if not already elected, and require the Member to make a 3% employee contribution while participating in the DROP beyond sixty (60) months. Any change in the method of crediting earnings will be effective the first of the month following the date of the election.**

(b) Eligibility to participate in the DROP is based upon eligibility for normal service retirement in the plan. Members shall elect to participate by applying to the Board of Trustees on a form provided for that purpose.

(c) Participation in the DROP must be exercised within the first 25 years of combined credited service.

(d) A member shall not participate in the DROP beyond the time of attaining **33** ~~30~~ years of service and the total years of participation in the DROP shall not exceed **eight** ~~five~~ years. ~~For example:~~

~~(1) Members with 20 years of credited service at time of entry shall only participate for five years.~~

~~(2) Members with 25 years of credited service at time of entry shall participate for five years.~~

~~(3) Members with 26 years of credited service at time of entry shall only participate for four years.~~

(e) Upon a member's election to participate in the DROP, he or she shall cease to be a member and is precluded from accruing any additional benefit under the Pension Fund. For all fund purposes, the member becomes a retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP. Accumulated, unused sick and vacation leave shall be included in the compensation calculation; provided however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be distributed at the conclusion of DROP participation and separation from service. **DROP participants who remain in the DROP beyond sixty (60) months will make a contribution of 3% during their DROP participation beginning with the sixty-first (61) month of participation.**

(f) Payment shall be made into the employee's DROP account as if the employee had retired from the employ of the city. The amounts paid will be determined in accordance with this Plan and the employee's selection of the payment option. Payments into the DROP will be made monthly over the period the employee participates in the DROP, up to a maximum of **96** ~~60~~ months.

(g) Effective January 1, 2003, DROP participants have the option to select optional methods to credit investment earnings to their account less any outstanding loan balances. The method may be changed each year effective January 1, however, the method must be selected prior to January 1 on a form provided by the Board of Trustees. The methods are:

(1) Gains or losses at the same interest rate earned by the Pension Plan; or

(2) A guaranteed rate of 7%; or

(3) A percentage of the DROP account will be credited with interest gains or losses at the same rate earned by the pension plan and the remaining percentage will be credited with earnings at a guaranteed rate of 7%. The actual percentage shall be selected by the member on a form provided by the Board of Trustees. The total of the two percentages must equal 100%. Employee's DROP accounts will be assessed an administrative fee that is based upon the ratio that the Employee's DROP account bears to the fund as a whole.

(4) **One-Time Interest Rate Changes:**

a. Participants in the DROP, as of December 31, 2002, may change their method for the crediting of earnings. This change in the crediting of earnings is a one-time opportunity. The election to change the method for crediting must be

made during the month of January 2003. The method, if changed, will be effective February 1, 2003.

b. Participants in the DROP, as of October 1, 2022, may change their method for the crediting of earnings. This mid-year change in the crediting of earnings is a one-time opportunity. The election to change the method for crediting must be made within 30 days of the second reading of this Ordinance. The earnings method elected will be effective the first of the month following the election.

(h) An employee's participation in the DROP shall terminate at the end of **eight** ~~five~~ years or **33** ~~30~~ years of service, whichever comes first. Failure to end DROP participation may result in penalties at the discretion of the Trustees, up to and including forfeiture of the DROP account. Upon entering into the DROP, an employee shall file with the Board a binding letter of resignation from city employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP, which may be amended.

(i) All interest shall be credited to the employee's DROP account less any outstanding loan balances on a quarterly basis with quarterly statements provided. In the event that a member dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the member.

(j) Upon termination of employment, participants in the DROP will receive the balance of the DROP account in accordance with the following rules:

(1) Members may elect to begin to receive payment upon termination of employment or defer payment of DROP until the latest day as provided under sub-subparagraph (3).

(2) Payments may be made in the following ways:

a. Lump sum. The entire account balance will be paid to or on behalf of the retirant upon approval of the Board of Trustees.

b. Installments. The account balance will be paid out to the retirant in five equal annual payments paid over five years, the first payment to be made upon approval of the Board of Trustees.

c. Monthly installments. The account balance will be paid out to the retirant on a monthly basis until the account balance is paid out based on actuarial tables provided by the actuary.

d. Partial lump sum withdrawals. Part of the account balance will be paid to or on behalf of the retirant upon approval of the Trustees.

(3) Any form of payment selected by a police officer must comply with the minimum distribution requirements of section 401(A)(9) of the Internal Revenue Code, and is subject to the requirements of Section 18-174(f), e.g., payments must commence by age **72, unless the Member was age** 70.5 **before December 31, 2019**.

[THE REMAINDER OF SECTION 18-175 IS UNCHANGED]

Section 4. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach Florida. The Sections of this ordinance may be renumbered re-lettered and the word Ordinance may be changed to Section Article or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. If any clause section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not effecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon adoption provided that the changes approved herein are effective nunc pro tunc to October 1, 2022.

FIRST READING THIS _____ DAY OF _____, 2022.

SECOND, FINAL READING and PASSAGE THIS _____ DAY OF _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____

Commissioner – Thomas Turkin ____ ____

Commissioner – Aimee Kelley ____ ____

VOTE _____

ATTEST:

_____ _____

Maylee De Jesús, MPA, MMC Ty Penserga

City Clerk Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____

Michael D. Cirullo, Jr.

City Attorney

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

September 30, 2022

Mr. Lou Penque
Plan Administrator
Boynton Police Officers' Pension Fund
2100 N. Florida Mango Road
West Palm Beach, FL 33409

RE: Actuarial Impact Statement for Proposed Ordinance for the City of Boynton Beach Municipal Police Officers' Retirement Fund

Dear Lou:

We have reviewed the proposed ordinance amending the City of Boynton Beach Municipal Police Officers' Retirement Fund (Plan). This ordinance would amend the Plan as follows:

- Amending Section 18-164, Creation and Maintenance of fund and retirement system, to provide for member contributions of 3% of their salary after 5 years of DROP participation, beginning with the sixty-first month of DROP participation.
- Amending Section 18-175, Deferred Retirement Option Plan, to provide for a maximum DROP participation period of 8 years; to provide for member contributions of 3% of salary following completion of 5 full years in the DROP, beginning with the sixty-first month of DROP participation; to allow DROP participants to make a one-time mid-year change in the method of receiving interest credits on their DROP balances effective October 1, 2022; to change the maximum number of years of service with the City, including the number of years of participation in the DROP, from 30 years to 33 years; and to clarify that the required minimum distribution age under section 401(A)(9) of the Internal Revenue Code is now 72 instead of 70.5.
- Amending Section 18-300, Creation of consolidated deferred retirement option plan, to remove police officers from being covered by this Section.

It is our opinion that this Ordinance will not impact the cost of the Plan during the first year. However, it is projected to reduce the cost of the Plan in future years to the extent that participants in the DROP extend their DROP participation period beyond 5 years, contributing 3% of salary during such time and to the extent that this reduces the need to hire new police officers as soon (assuming a constant active employee head count is maintained including DROP participants).

We have included a 30-year projection of the required city contributions before and after reflecting the proposed Ordinance changes, in which it is assumed that all police officers will participate in the DROP for the maximum period (either 5 years in the baseline scenario or 8 years under the Plan changes scenario). If only a portion of members elect to remain in the DROP for the full 8 years, then the cost savings amounts we are projecting over the next 30 years will be commensurately lower, relative to the actual percentage of members who elect to remain in the DROP for 8 years (or for a period between 5 and 8 years). This projection was originally prepared at the request of the chairman of the Board of Trustees on July 20, 2022 to study the impact of extending the maximum DROP participation period.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that results from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision-making process.

Disclosures and Qualifications

This report was prepared at the request of the Board of Trustees for the City of Boynton Beach Municipal Police Officers' Retirement Fund, and is intended for use by the Board, and those designated or approved by the Board. This report may be provided to parties other than the Board only in its entirety and only with the permission of the Board. GRS is not responsible for the unauthorized use of this report.

The purpose of this report is to describe the projected financial effect of the proposed Ordinance to change the DROP plan provisions. This report should not be relied on for any purpose other than the purpose described.

The calculations in this report are based upon information furnished by the Plan Administrator for the October 1, 2021 Actuarial Valuation Report concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the City or the Plan Administrator.

The actuarial projections shown herein are deterministic, meaning that throughout the projection period, Plan experience is expected to match the actuarial assumptions, including the assumed investment return on the market value of assets (except that the actual return is assumed to be 0.0% during the fiscal year ending September 30, 2022, and then 6.9% per year thereafter). Throughout the projections, new members are assumed to be hired each year at a rate sufficient to maintain a constant active headcount. New members are assumed to have the same average demographic characteristics (age, gender, salary – adjusted each year by the Plan's assumed rate of inflation, which is 2.5% per year) at their dates of employment as those of current members hired between October 1, 2016 and October 1, 2021 (during the five-year period ending on the most recent actuarial valuation / census data collection date).

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report and in the October 1, 2021 actuarial valuation report dated April 29, 2022. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Peter N. Strong and Israel Bichachi are members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Peter N. Strong, FSA, EA, MAAA
Senior Consultant and Actuary

Israel Bichachi, ASA, MAAA
Senior Analyst and Actuary

This communication shall not be construed to provide tax advice, legal advice or investment advice.

City of Boynton Beach Municipal Police Officers' Retirement Fund
30-Year Projected Impact of Proposed Ordinance on Required City Contributions

		Current Plan (Baseline) [1]					Plan Changes [1,2]					Increase/(Decrease) in City Contribution	
Fiscal Year Ending	Valuation Date	Covered Payroll in Contribution Year	Required City Contribution $ Amount	Required City Contribution % of Pay	UAAL on Valuation Date	Funded Ratio on Val Date	Covered Payroll in Contribution Year	Required City Contribution $ Amount	Required City Contribution % of Pay	UAAL on Valuation Date	Funded Ratio on Val Date	$ Amount	% of Pay
2023	10/1/2021	13,046,792	7,136,079	54.70%	52,222,605	67%	12,882,975	7,136,079	55.39%	52,222,605	67%	0	0.70%
2024	10/1/2022	13,188,112	7,296,580	55.33%	51,166,820	69%	12,678,338	7,328,533	57.80%	51,938,858	68%	31,953	2.48%
2025	10/1/2023	13,565,937	7,364,431	54.29%	49,457,898	71%	12,853,350	7,338,589	57.09%	50,260,157	70%	(25,842)	2.81%
2026	10/1/2024	13,626,974	7,466,374	54.79%	47,001,586	73%	12,785,440	7,405,469	57.92%	47,736,169	73%	(60,905)	3.13%
2027	10/1/2025	13,785,437	7,418,254	53.81%	43,691,319	76%	12,626,962	7,324,570	58.01%	44,388,068	75%	(93,684)	4.20%
2028	10/1/2026	13,832,067	7,557,968	54.64%	42,488,527	77%	12,425,389	7,380,739	59.40%	43,153,950	77%	(177,229)	4.76%
2029	10/1/2027	14,200,474	7,565,258	53.27%	39,760,876	79%	12,338,683	7,311,529	59.26%	40,343,099	79%	(253,729)	5.98%
2030	10/1/2028	14,346,365	7,479,297	52.13%	36,602,531	81%	12,774,785	7,164,939	56.09%	37,118,777	81%	(314,358)	3.95%
2031	10/1/2029	14,453,665	7,250,639	50.16%	33,258,187	83%	12,906,349	6,980,249	54.08%	33,731,535	83%	(270,390)	3.92%
2032	10/1/2030	14,786,008	7,197,234	48.68%	29,721,661	85%	13,065,427	6,940,512	53.12%	30,270,773	85%	(256,722)	4.45%
2033	10/1/2031	15,228,289	7,226,410	47.45%	26,118,725	87%	13,431,978	6,917,957	51.50%	26,694,910	87%	(308,453)	4.05%
2034	10/1/2032	15,580,492	7,305,071	46.89%	22,326,169	89%	13,829,092	7,003,932	50.65%	22,851,508	89%	(301,139)	3.76%
2035	10/1/2033	16,066,201	7,358,618	45.80%	18,280,614	91%	14,266,905	7,080,169	49.63%	18,819,147	91%	(278,449)	3.82%
2036	10/1/2034	16,449,817	7,263,278	44.15%	13,890,832	93%	14,590,977	7,016,335	48.09%	14,445,047	93%	(246,943)	3.93%
2037	10/1/2035	16,772,523	5,205,288	31.03%	9,202,791	96%	14,967,390	4,956,373	33.11%	9,756,537	95%	(248,915)	2.08%
2038	10/1/2036	17,051,290	4,056,366	23.79%	4,325,138	98%	15,198,748	3,868,908	25.46%	4,831,580	98%	(187,458)	1.67%
2039	10/1/2037	17,399,946	3,210,446	18.45%	1,327,420	99%	15,498,689	3,122,691	20.15%	1,817,371	99%	(87,755)	1.70%
2040	10/1/2038	17,861,889	2,500,864	14.00%	(630,350)	100%	15,902,929	2,175,192	13.68%	(217,467)	100%	(325,672)	(0.32)%
2041	10/1/2039	18,416,131	2,568,621	13.95%	(1,783,017)	101%	16,228,313	2,226,126	13.72%	(1,558,198)	101%	(342,495)	(0.23)%
2042	10/1/2040	19,049,840	2,653,316	13.93%	(2,191,042)	101%	16,770,099	2,261,229	13.48%	(1,930,124)	101%	(392,087)	(0.44)%
2043	10/1/2041	19,746,430	2,752,812	13.94%	(2,332,384)	101%	17,382,935	2,319,588	13.34%	(2,097,017)	101%	(433,224)	(0.60)%
2044	10/1/2042	20,498,599	2,864,408	13.97%	(2,470,666)	101%	18,041,464	2,407,095	13.34%	(2,252,682)	101%	(457,313)	(0.63)%
2045	10/1/2043	21,257,425	2,987,031	14.05%	(2,608,635)	101%	18,703,136	2,525,150	13.50%	(2,388,813)	101%	(461,881)	(0.55)%
2046	10/1/2044	22,026,317	3,112,644	14.13%	(2,747,384)	101%	19,383,511	2,655,905	13.70%	(2,505,440)	101%	(456,739)	(0.43)%
2047	10/1/2045	22,773,678	3,239,795	14.23%	(2,895,938)	101%	20,040,140	2,787,321	13.91%	(2,620,799)	101%	(452,474)	(0.32)%
2048	10/1/2046	23,396,234	3,365,503	14.38%	(3,055,867)	101%	20,751,295	2,918,039	14.06%	(2,745,581)	101%	(447,464)	(0.32)%
2049	10/1/2047	23,897,067	3,470,218	14.52%	(3,232,605)	101%	21,268,640	3,052,984	14.35%	(2,883,669)	101%	(417,234)	(0.17)%
2050	10/1/2048	24,434,779	3,554,459	14.55%	(3,446,988)	101%	21,987,848	3,147,232	14.31%	(3,030,810)	101%	(407,227)	(0.23)%
2051	10/1/2049	24,959,661	3,647,408	14.61%	(3,699,100)	101%	22,511,441	3,267,130	14.51%	(3,233,488)	101%	(380,278)	(0.10)%
2052	10/1/2050	25,444,274	3,735,749	14.68%	(3,962,523)	101%	23,179,661	3,349,083	14.45%	(3,426,268)	101%	(386,666)	(0.23)%
Total:			**155,810,419**					**147,369,647**				**(8,440,772)**	
Total Present Value:			**82,482,549**					**79,665,641**				**(2,816,908)**	

[1] **Assumptions**

Mortality Assumption: FRS Mortality for Special Risk Class
Payroll Growth Assumption: 2.5%
Investment Return Assumption and Actual Return on Plan Assets: 0.0% during the fiscal year ending September 30, 2022, and then 6.9% thereafter
Administrative Expenses and Total Annual Chapter 185 State Money: Projected to increase 2.5% annually
No future actuarial experience gains or losses are assumed.

[2] **Description of Plan Changes**

Extend maximum DROP participation period from 5 to 8 years for all current/future DROP members. All members assumed to participate in DROP for 8 years. DROP balance receives guaranteed fixed interest crediting rate of 7.0%. DROP participants required to make member contributions of 3.0% of pensionable earnings during years 6 through 8 in DROP.

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission:
Proposed Ordinance No. 22-021 - First Reading - An Ordinance of the City of Boynton Beach Florida amending Section 18-300 Creation of Consolidated Deferred Retirement Option Plan to exclude Police Officers and Firefighters and to update for recent changes to the IRS Code; providing for codification conflict, severability, and an effective date.

Explanation of Request:
With the passage of the recent IAFF and PBA collective bargaining agreements providing for an eight (8) year DROP and subsequent approval by the boards of the Police Pension and Fire Pension plans, the Consolidated DROP Ordinance needs to be amended to remove references to police and fire pension plan members.

The General Pension Plan attorney also advised that language needed to be updated to comply with new IRS regulations.

How will this affect city programs or services? This amended Ordinance will update the necessary language so that proper implementation of the 8-year DROP for Police and Fire Pension Plan participants can occur.

Fiscal Impact: There is no fiscal impact to update the Ordinance. [Fiscal impact information was provided and approved in conjunction with the previous passage of the respective PBA and IAFF collective bargaining agreements.]

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance removing Police and Fire from Consolidated DROP

ORDINANCE 22-021

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING SECTION 18-300 CREATION OF CONSOLIDATED DEFERRED RETIREMENT OPTION PLAN TO EXCLUDE POLICE OFFICERS AND FIREFIGHTERS AND TO UPDATE FOR RECENT CHANGES TO THE IRS CODE; PROVIDING FOR CODIFICATION CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Police and Fire Pension Plans instituted an eight (8) year DROP; and

WHEREAS, references to those positions covered under this plan need to be removed; and

WHEREAS, changes to the IRS Code require updates to the City's Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby certified as being true and correct and are incorporated herein by this reference.

Section 2. Section 18-300 of Article XI of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

ARTICLE XI – DEFERRED RETIREMENT OPTION PLAN

Sec. 18-300. Creation of consolidated deferred retirement option plan.

(a) A city employee deferred retirement option plan ("DROP") is hereby created, amending, implementation, all conflicting provisions in existing DROP plans for general employees~~, police officer employee's, and fire/rescue employees~~.

(b) Employees who reach eligibility for normal service retirement in the employee's retirement plan may elect to enter DROP.

(c) An employee may elect to participate in the deferred retirement option plan ("DROP") provided they make the election no later than 30 days after reaching their normal retirement date. Notwithstanding the foregoing, upon enactment of this section, employees who have reached normal retirement date and did not enter DROP may make their initial election to participate in the DROP no later than 90 days after the implementation date of this section.

(d) An election to participate in the DROP plan is irrevocable.

(e) Employees may elect to participate by submitting an election to enter DROP to the city's Human Resource Department ("Department") on a form available from the Department for that purpose. On receipt of the election to enter DROP, the Department will notify the administrator of the pension plan in which the employee participates.

(f) Participation in the DROP must be exercised within the first 30 years of combined credited service ~~(25 for law enforcement officers)~~.

(g) An employee shall not participate in the DROP for more than five years.

(h) Upon an employee's election to participate in the DROP, the employee shall cease to be an employee of the retirement plan and is precluded from accruing any additional benefit under the Pension Fund. For all fund purposes, the employee becomes a retiree (the term retiree and employee herein are synonymous for employees who elect to enter DROP). The amount of credited service and final average salary freeze as of the date of entry into the DROP.

(i) Accumulated, unused sick (over 120 hours) and vacation leave (over 120 hours) shall be deemed cashed out and included in the compensation calculation; provided, however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be paid to the employee at the conclusion of DROP participation and separation from service.

(j) DROP plan account shall be established for each employee who elects to participate. These are not actual accounts but nominal accounts and balances are kept as a bookkeeping process.

(k) Payment shall be made into the employee's DROP account as if the employee had retired from the employ of the city. Payments into the DROP will be made monthly over the period the employee participates in the DROP, up to a maximum of 60 months~~, or, pursuant to 401(A)(9) of the Internal Revenue Code, payments age 70.5, whichever occurs first~~.

(l) An employee's participation in the DROP shall terminate at the end of five years and the employee shall separate from city employment. Upon entering the DROP, an employee shall file with the Board a non-revocable letter of resignation from city employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP which may be amended if an employee wished to separate from employment earlier than the deferred termination date.

(m) All interest shall be credited to the employee's DROP account less any outstanding loan balances on a quarterly basis with quarterly statements provided. In the

event that **an** ~~a~~ employee dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the employee.

(n) During the period of the employee's participation in the DROP plan, the employee's normal retirement benefit shall be accounted for and paid into the employee's DROP plan account.

(o) The employee's DROP plan account shall be invested with the retirement plan assets and credited with interest equal to the overall net (earning less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP plan. Notwithstanding fund performance, the crediting rate will be no less than 0% and no more than 8%.

(p) At the conclusion of the retiree's participation in the DROP plan, and as a condition of participating in such plan, the retiree will continue retirement and terminate city employment. The retiree will thereafter receive a normal monthly retirement benefit at the same rate as previously calculated upon entry into the DROP, but the monthly amount will be paid to the retiree and no longer accounted for in the DROP plan account. If the employee does not terminate participation in the DROP plan at the end of the 60-month maximum participation period, no earnings will be credited on the DROP balance and no further DROP deposits will be made.

(q) No amount can be paid from the retirement plan until the DROP employee terminates employment.

(r) Upon termination, the retiree's DROP plan account will thereafter be distributed to the retiree in a cash lump sum, which can be rolled over or paid in cash unless the retiree elects an alternative distribution (also known as a rollover). Direct rollover may be accomplished by any reasonable means determined by the Pension Board.

(s) If a retiree dies before distribution of the retiree's DROP plan account commences, the account balance shall be distributed paid to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

(t) Distribution of an employee's DROP plan account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within, but in no event later than, 45 days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP plan, no further earnings will be credited on the DROP balance.

(u) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), which states that payments must commence by age **72, provided that the retiree did not reach age** 70 ½ **before December 31, 2019**.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach Florida. The Sections of this ordinance may be renumbered re-lettered and the word Ordinance may be changed to Section Article or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. If any clause section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not effecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective immediately upon adoption provided that the changes approved herein are effective nunc pro tunc to October 1, 2022.

FIRST READING THIS _____ DAY OF _____, 2022.

SECOND, FINAL READING and PASSAGE THIS _____ DAY OF _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____

Ty Penserga
Mayor

APPROVED AS TO FORM:

_____

Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Ordinance No. 22-022 - First Reading - Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses.

Explanation of Request:

Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations. The changes are as follows:

· Allow for the expiration of abandoned applications;
· Create a process to request Land Development Regulation (Zoning) Interpretations;
· Allow for an exemption to the Land Development Regulations for emergency facilities and essential services;
· Adjust regulations for industrial uses permitted on Congress Avenue, and;
· Adjust Sustainable Parking Reductions to include a reduction for industrial uses.

How will this affect city programs or services?

Fiscal Impact:

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving minor amendments to the Land Development Regulations
🗋	Staff Report	Staff Report
🗋	Attachment	Exhibit A - Text Amendments
🗋	Attachment	Staff Presentation

ORDINANCE NO. 22-022

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 LAND DEVELOPMENT PROCESS, ARTICLE II PLANNING AND ZONING DIVISION SERVICES, SECTION 1.F TO ALLOW FOR AN EXPIRATION OF ABANDONED APPLICATIONS AND SECTION 7.G TO ESTABLISH A PROCESS FOR ZONING INTERPRETATIONS AND; CHAPTER 3. ZONING, ARTICLE II GENERAL PROVISIONS SECTION 11 TO CREATE AN EXEMPTION FOR CITY-OWNED TELECOMMUNICATION TOWERS USED FOR ESSENTIAL SERVICES AND; ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES, SECTION 2.B REVISING THE PARAMETERS FOR PERMITTED ADMINISTRATIVE ADJUSTMENTS; ARTICLE IV. USE REGULATIONS, SECTION D, FOOTNOTE 23 TO REVISE THE REGULATIONS FOR INDUSTRIAL USES ON ARTERIAL AND COLLECTOR ROADWAYS; CHAPTER 4. SITE DEVELOPMENT STANDARDS, ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS, SECTION 3.G TO INCLUDE A SUSTAINABLE PARKING RATIO FOR SELECT INDUSTRIAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning

Interpretations are hereby amended as follows:

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 1. General.

…

E. Completeness. If the application is not complete, it shall not be subject to further review until all identified deficiencies have been remedied. The Director of Planning and Zoning or designee may rule that certain items are not required for the review to commence. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of the Comprehensive Plan, the Land Development Regulations, or any other applicable codes.

F. Abandonment. Applications which have no activity for a time greater than six months will be considered abandoned and the application will be closed.

G ~~F~~. Fees. Fees shall be paid at the time each type of land development application is submitted, according to the fee schedule approved by the City Commission.

…

Sec. 7. Other Applications.

…

G. Zoning Verification.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests from the public for written information from the city on zoning and land development regulations (i.e. zoning verification) or other data associated with real property or the applicable process for development or redevelopment thereof.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information and must include any applicable details on the subject property, such as a legal description, site address, property owner, and the like.

3. Issuance of Zoning Verification Letter. Staff shall review each request and provide a written response.

H. Interpretation by Planning & Zoning Director.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests for Land Development Regulation interpretations.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information, the code section for which interpretation is requested, and must include any applicable details.

3. Issuance of Interpretation by Planning & Zoning Director. Staff shall review each request and provide a written response.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE II. GENERAL PROVISIONS

…

Sec. 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects, including emergency facilities, essential services, and related infrastructure, shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. City-owned telecommunication towers used for essential services are exempt from the maximum height regulations, but may only be constructed to a height required to achieve the necessary services. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards, including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements farther the city's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also 1 requires the subject project to be the principal use, and on city-owned property. Municipal facilities, essential services and infrastructure are defined within the Land Development Regulations, Chapter 1, Article II, Definitions.

Section 4. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

B. R-1-AA Single-family Residential District.

…

4. Administrative Adjustments.

a. For lots platted prior to August 19, 2008, the following administrative adjustments to the minimum yard setbacks for first floor addition to existing residential structures may be allowed:

Front and side yard: 20% reduction*

~~* Side yard reduction shall only be eligible for lots platted on or after June 13, 1975 and prior to August 19, 2008.~~

Rear yard: 25% reduction

These setback reduction provisions shall not supersede any setbacks that are recorded on a plat.

b. An administrative adjustment may be granted if any first floor addition follows the building line of a legally nonconforming single-family structure, or a building line previously approved by a variance.

c. See Chapter 2, Article II, Section 4.A. for the administrative adjustment process.

5. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

Section 5. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article IV, Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. Use Matrix (Table 3-28).

…

22. General Note. This non-industrial use is allowed within the M-1 district, provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; and 4) complies with all off-street parking requirements of Chapter 4, Article V. In addition, the sale of used merchandise is only allowed as accessory to the sale of new merchandise.

23. General Note. This use is only allowed on an arterial or collector roadway within the M-1 district provided that the building containing the use does not have frontage on or is in view of Congress Avenue or if the use contains an~~that it has~~ accessory commercial component to the operation which ~~. This establishment will be required to~~ meets the following criteria:

a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and

b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

24. General Note. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Commercial (C) land use option.

Section 6. City of Boynton Beach Land Development Regulations, Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking

…

G. *Parking Reductions for Sustainability*. To promote or recognize sustainable design or operation, including increased pervious area, reduced parking fields, promotion of mass transit and uses of renewable energy sources, lower parking requirements will be granted to eligible developments as follows:

Use	***Minimum Number of Required Parking Spaces*** [1]
Building area is based on gross floor area unless specifically expressed otherwise.	

Efficiency or one (1)-bedroom apartment	1.33
Two (2) or more bedroom apartment	1.66
Shopping center	1 per 250
Office - Retail complex	1 per 250
Grocery store	1 per 250
Industrial Uses: ~~(Reserved)~~ - Packing & shipping, trucking, and moving - Warehouse, Wholesale, Distribution (Single-tenant building) - Warehouse, Internet sales	1 per 1000~~(Reserved)~~

[1] Only represents the base minimum parking rations. Other requirements may also apply including parking for guests and recreation area as describe in other sections of the Land Development Regulations.

…

Section 7. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 8. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 9. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 10. Authority is hereby given to codify this Ordinance.

Section 11. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this ____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-015

STAFF REPORT

TO: Chair and Members
Planning & Development Board

FROM: Amanda B. Radigan ABR
Planning & Zoning Director

DATE: September 21, 2022

RE: Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses.

PROPOSED CHANGES

- Allow for the expiration of abandoned applications

  Currently, the City's Land Development Regulations lack standards that allow Staff to formally close an application that has become dormant. The proposed amendment allows staff to close applications after six (6) months of inactivity. This amendment prevents applicants from submitting 'new' projects under abandoned applications and helps the City streamline processes in accordance with best practices for recoding keeping.

- Create a process to request Land Development Regulation (Zoning) Interpretations

  The Land Development Regulations currently contain a process for applicants to request a Zoning Verification Letter, however; no process is codified allowing for the Planning & Zoning Director to create a series of Code Interpretations. The proposed process is a valuable internal tool as it permits Staff to draft formal interpretations when code provisions conflict or lack clarity, or permits an applicant to request an interpretation for assurance in the applicability of certain code sections. This process also creates an alternative to requiring repetitive amendments to the Land Development Regulations.

- Allow for an exemption to the Land Development Regulations for emergency facilities and essential services

  The current Land Development Regulations affords exemptions and flexibility to public entities when developing infrastructure such as emergency facilities and essential services. The proposed

amendment adds City-owned, essential-service telecommunication towers to the current exemptions.

- Adjust regulations for industrial uses permitted on Congress Ave

  The proposed text amendment clarifies the current intent of requiring commercial uses on industrial properties on Congress Avenue. Industrial properties with building frontage on Congress Avenue will continue to be required to have commercial uses fronting the road. However, in certain occasions where buildings are not fronting or visible from Congress Avenue, commercial uses will not be required.

- Adjust Sustainable Parking Reductions to include a reduction for industrial uses

  The Sustainable Parking Regulations currently cannot be utilized by industrial developments. New industrial development typically contains vast amounts of impervious area and minimal pervious area. Additionally, industrial uses are modernizing with the use of technology and are reducing their needs for surplus parking areas. This proposal allows for industrial properties to take advantage of a reduced parking rate if the development complies with the sustainable criteria outlined in the Code.

CONCLUSION/RECOMMENDATION

Staff recommends APPROVAL of the subject amendments to the Land Development Regulations.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 1. General.

…

E. Completeness. If the application is not complete, it shall not be subject to further review until all identified deficiencies have been remedied. The Director of Planning and Zoning or designee may rule that certain items are not required for the review to commence. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of the Comprehensive Plan, the Land Development Regulations, or any other applicable codes.

F. Abandonment. Applications which have no activity for a time greater than six months will be considered abandoned and the application will be closed.

G ~~F~~. Fees. Fees shall be paid at the time each type of land development application is submitted, according to the fee schedule approved by the City Commission.

…

Sec. 7. Other Applications.

…

G. Zoning Verification.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests from the public for written information from the city on zoning and land development regulations (i.e. zoning verification) or other data associated with real property or the applicable process for development or redevelopment thereof.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information and must include any applicable details on the subject property, such as a legal description, site address, property owner, and the like.

3. Issuance of Zoning Verification Letter. Staff shall review each request and provide a written response.

H. Interpretation by Planning & Zoning Director.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests for Land Development Regulation interpretations.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information, the code section for which interpretation is requested, and must include any applicable details.

3. Issuance of Interpretation by Planning & Zoning Director. Staff shall review each request and provide a written response.

PART III LAND DEVELOPMENT REGULATIONS

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CHAPTER 3. ZONING

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ARTICLE II. GENERAL PROVISIONS

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Sec. 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects, including emergency facilities, essential services, and related infrastructure, shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. City-owned telecommunication towers used for essential services are exempt from the maximum height regulations, but may only be constructed to a height required to achieve the necessary services. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards, including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements farther the city's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also 1 requires the subject project to be the principal use, and on city-owned property. Municipal facilities, essential services and infrastructure are defined within the Land Development Regulations, Chapter 1, Article II, Definitions.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

B. R-1-AA Single-family Residential District.

…

4. Administrative Adjustments.

a. For lots platted prior to August 19, 2008, the following administrative adjustments to the minimum yard setbacks for first floor addition to existing residential structures may be allowed:

Front and side yard: 20% reduction*

~~* Side yard reduction shall only be eligible for lots platted on or after June 13, 1975 and prior to August 19, 2008.~~

Rear yard: 25% reduction

These setback reduction provisions shall not supersede any setbacks that are recorded on a plat.

b. An administrative adjustment may be granted if any first floor addition follows the building line of a legally nonconforming single-family structure, or a building line previously approved by a variance.

c. See Chapter 2, Article II, Section 4.A. for the administrative adjustment process.

5. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. Use Matrix (Table 3-28).

…

22. General Note. This non-industrial use is allowed within the M-1 district, provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; and 4) complies with all off-street parking requirements of Chapter 4, Article V. In addition, the sale of used merchandise is only allowed as accessory to the sale of new merchandise.

23. General Note. This use is only allowed on an arterial or collector roadway within the M-1 district provided that the building containing the use does not have frontage on or is in view of Congress Avenue or if the use contains an~~that it has~~ accessory commercial component to the operation which ~~. This establishment will be required to~~ meets the following criteria:

a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and

b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

24. General Note. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Commercial (C) land use option.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking

…

G. *Parking Reductions for Sustainability.* To promote or recognize sustainable design or operation, including increased pervious area, reduced parking fields, promotion of mass transit and uses of renewable energy sources, lower parking requirements will be granted to eligible developments as follows:

Use	***Minimum Number of Required Parking Spaces*** [1]
Building area is based on gross floor area unless specifically expressed otherwise.	
Efficiency or one (1)-bedroom apartment	1.33
Two (2) or more bedroom apartment	1.66
Shopping center	1 per 250
Office - Retail complex	1 per 250
Grocery store	1 per 250
Industrial Uses: ~~(Reserved)~~ - Packing & shipping, trucking, and moving - Warehouse, Wholesale, Distribution (Single-tenant building) - Warehouse, Internet sales	1 per 1000~~(Reserved)~~

[1] Only represents the base minimum parking rations. Other requirements may also apply including parking for guests and recreation area as describe in other sections of the Land Development Regulations.

…

Minor Land Development Regulation Amendments

CDRV 22-006

Planning & Development Board Meeting
October 12, 2022

City Commission Meetings
October 18, 2022 | November 1, 2022

Overview and Current Conditions

- Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations. The changes are as follows:

- Allow for the expiration of abandoned applications;

- Create a process to request Land Development Regulation (Zoning) Interpretations;

- Allow for an exemption to the Land Development Regulations for emergency facilities and essential services;

- Adjust regulations for industrial uses permitted on Congress Avenue, and;

- Adjust Sustainable Parking Reductions to include a reduction for industrial uses.

CITY OF BOYNTON BEACH

Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Ordinance No. 22-023 - First Reading - Amending Chapter 23, Taxation, Assessments and Fees, Article IV, Additional Homestead Exemption, Section 23-54 to increase the additional homestead exemption for low-income senior citizens from $25,000.00 to $50,000.00; and amending section 23-54 by creating a new Section 23-54(b)(3) to add an additional exemption for low-income long-term senior citizens.

Explanation of Request:
At the July 19, 2022 City Commission meeting the Mayor requested for staff to draft an ordinance increasing, to the greatest extent available, the additional homestead exemption for low income seniors.

Chapter 23, Article IV, Section 23-54 of the City's Code of Ordinance currently allows for a $25,000.00 additional homestead exemption for low income seniors.

Florida Statutes Section 196.075 provides authority for a municipality to adopt an ordinance to allow an additional homestead exemption up to $50,000.00 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed $20,000.00 (adjusted annually by the percentage change in the average cost-of-living index).

In addition to the above, Florida Statutes Section 196.075 (copy attached) provides authority for a municipality to adopt an ordinance to allow an additional homestead exemption for the amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than $250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3) of the statute. This change will need to be approved by a super-majority vote of the City Commission.

How will this affect city programs or services?

Fiscal Impact:
- (Additional Homestead) 848properties x $50,000= 42,400,000 value of the exemption. Difference is 42,400,000-21,202,503 approximately (21,197,497 it will cost the city in assessed value). Based on our current millage rate, it would be a cost in ad valorem revenues of about $170k per year.
- (Low income Senior) 90 properties with an approximate total taxable value of $464,084. Based on our current millage rate, it would be a cost in ad valorem revenues of about $40k per year.

Alternatives:
1. Do not approve the additional homestead exemption for low income seniors; 2. Modify the additional homestead exemption provided in the Ordinance; or
3. Choose one of the two exemptions offered.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving additional homestead exemptions for low-income seniors
🗋	Attachment	Florida Statute 196.075 - Additional homestead exemption for persons 65 and older

ORDINANCE NO. 22-023

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE CITY OF BOYNTON BEACH'S CODE OF ORDINANCES; AMENDING CHAPTER 23 ENTITLED "TAXATION, ASSESSMENTS AND FEES", ARTICLE IV ENTITLED "ADDITIONAL HOMESTEAD EXEMPTION", SECTION 23-54 "ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER" TO AMEND THE AMOUNT OF EXEMPTION FOR LOW INCOME SENIORS FROM $25,000.00 TO $50,000.00 AND PROVIDE AN ADDITIONAL EXEMPTION FOR LOW-INCOME LONG-TERM SENIORS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Ordinance is adopted in accordance with the delegation of authority pursuant to section 196.075, Florida Statutes, and section 6(d), Article VII of the Florida Constitution; and

WHEREAS, pursuant to section 196.075(2) Florida Statutes, the governing authority of any municipality may adopt an ordinance to allow up to $50,000 for a person who has a legal and equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65 and whose household income does not exceed $20,000.00 (adjusted annually by the percentage change in the average cost-of-living index); and

WHEREAS, section 196.075(2) Florida Statutes, provides for an additional exemption for low income seniors who have resided in their home for at least 25 years and that the just value of the homestead is less than $250,000.00; and

WHEREAS, the City Commission finds that the low income senior citizens of the City would benefit from an increase in the additional homestead exemption allowed by the City of Boynton Beach; and

WHEREAS, The City Commission of the City of Boynton Beach hereby finds that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendment to the City's Code of Ordinances as contained herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach's Code of Ordinances, Chapter 23 "Taxation, Assessments and Fees", Article IV, "Additional Homestead Exemption", Section 23-54 is hereby amended as follows:

Sec. 23-54. Additional homestead exemption for persons 65 and older.

(a) Definitions.

(1) Household means a person, or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding or renting a portion of a dwelling, as defined in Section 196.075(1), Florida Statutes, as amended from time to time.

(2) Household income means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code, of all members of the household, as defined in Section 196.076(1), Florida Statutes, as amended from time to time.

(b) General.

(1) The additional homestead exemption set forth in this section shall apply only to taxes levied by the City of Boynton Beach including, if any, dependent special districts and municipal service taxing units.

(2) Any person who meets the requirements set forth in (c) below, shall be eligible for an additional homestead exemption in an amount ~~up to~~of ~~twenty-five~~fifty thousand dollars ($~~2~~250,000.00).

(3) An additional homestead exemption in the amount of the assessed value of the property for a person who has a legal or equitable title to real estate within the City of Boynton Beach with a just value less than $250,000.00, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained the age of 65, and whose household income does not exceed the income limitation.

(c) Requirements to obtain additional homestead exemption. Any person who has attained the age of sixty-five (65) years will be entitled to an additional homestead exemption if:

(1) The person has legal or equitable title to real estate; and

(2) The person maintains thereon the permanent residence of the owner; and

(3) The person's household income does not exceed twenty thousand dollars ($20,000.00).

(4) The taxpayer claiming the exemption for the first time shall ~~annually~~ submit a request for the additional exemption herein created to the Palm Beach County Property Appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Florida Department of Revenue and in accordance with rules of the Florida Department of Revenue. The applicant shall submit copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), and any other documents which the Florida Department of Revenue finds necessary, for each member of

the household, ~~is submitted~~ by June 1. The taxpayer's statement shall attest to the accuracy of such copies; and

(5) Property appraiser approval. The property appraiser may not grant the exemption without the required documentation.

(d) Household income. For the purposes of (c)(3) above, beginning January 1, 2001, the twenty thousand dollar ($20,000.00) household income limitation shall be adjusted annually on January 1, by the percentage change in the average cost-of-living in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price index figures for the stated twelve-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(e) If title is held jointly with the right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

Section 3. The City Clerk is authorized and directed to provide a copy of this Ordinance to the Palm Beach County Property Appraiser no later than December 1, 2022.

Section 4. Each and every other provision of the City's Code of Ordinances not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 5. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

Select Year: 2022 Go

The 2022 Florida Statutes

Title XIV
TAXATION AND FINANCE

Chapter 196
EXEMPTION

View Entire Chapter

196.075 Additional homestead exemption for persons 65 and older.—

(1) As used in this section, the term:

(a) "Household" means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

(b) "Household income" means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code, of all members of a household.

(2) In accordance with s. 6(d), Art. VII of the State Constitution, the board of county commissioners of any county or the governing authority of any municipality may adopt an ordinance to allow either or both of the following additional homestead exemptions:

(a) Up to $50,000 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed $20,000.

(b) The amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than $250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3).

(3) The $20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(4) An ordinance granting an additional homestead exemption as authorized by this section must meet the following requirements:

(a) It must be adopted under the procedures for adoption of a nonemergency ordinance specified in chapter 125 by a board of county commissioners or chapter 166 by a municipal governing authority, except that the exemption authorized by paragraph (2)(b) must be authorized by a super majority (a majority plus one) vote of the members of the governing body of the county or municipality granting such exemption.

(b) It must specify that the exemption applies only to taxes levied by the unit of government granting the exemption. Unless otherwise specified by the county or municipality, this exemption will apply to all tax levies of the county or municipality granting the exemption, including dependent special districts and municipal service taxing units.

(c) It must specify the amount of the exemption, which may not exceed the applicable amount specified in subsection (2). If the county or municipality specifies a different exemption amount for dependent special districts or municipal service taxing units, the exemption amount must be uniform in all dependent special districts or municipal service taxing units within the county or municipality.

(d) It must require that a taxpayer claiming the exemption for the first time submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of

Revenue.

(5) The department must require by rule that the filing of the statement be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), any request for an extension of time to file returns, and any other documents it finds necessary, for each member of the household, to be submitted for inspection by the property appraiser. The taxpayer's sworn statement shall attest to the accuracy of the documents and grant permission to allow review of the documents if requested by the property appraiser. Once the documents have been inspected by the property appraiser, they shall be returned to the taxpayer or otherwise destroyed. Annually, the property appraiser shall notify each taxpayer of the adjusted income limitation set forth in subsection (3). The taxpayer must notify the property appraiser by May 1 if his or her household income exceeds the most recent adjusted income limitation. The property appraiser may conduct random audits of the taxpayers' sworn statements to ensure the accuracy of the household income reported. If selected for audit, a taxpayer shall execute Internal Revenue Service Form 8821 or 4506, which authorizes the Internal Revenue Service to release tax information to the property appraiser's office. All reviews conducted in accordance with this section shall be completed on or before June 1. The property appraiser may not grant the exemption if the required documentation requested is not provided.

(6) The board of county commissioners or municipal governing authority must deliver a copy of any ordinance adopted under this section to the property appraiser no later than December 1 of the year prior to the year the exemption will take effect. If the ordinance is repealed, the board of county commissioners or municipal governing authority shall notify the property appraiser no later than December 1 of the year prior to the year the exemption expires.

(7) Those persons entitled to the homestead exemption in s. 196.031 may apply for and receive an additional homestead exemption as provided in this section. Receipt of the additional homestead exemption provided for in this section shall be subject to the provisions of ss. 196.131 and 196.161, if applicable.

(8) If title is held jointly with right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

(9) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. However, if such an exemption is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

History.—s. 1, ch. 99-341; s. 1, ch. 2002-52; s. 1, ch. 2007-4; s. 26, ch. 2010-5; s. 1, ch. 2012-57; s. 9, ch. 2013-72; s. 27, ch. 2014-17; s. 1, ch. 2016-121; s. 33, ch. 2019-3; s. 1, ch. 2021-208.

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City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Ordinance No. 22-024 - First Reading - Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations.

Explanation of Request:
At the request of the City Commission, this staff report outlines information regarding amendments to the maximum permitted height in the Land Development Regulations. Specifically, lowering the maximum permitted building height City-wide to 85 feet. This would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet.

Upon the adoption of the accompanying Ordinance the current building height will be amended to be as follows:

MU-1	Urban Mixed Use	45’
MU-2	Urban Mixed Use	65’
MU-3	Urban Mixed Use	75’
MU-4	Urban Mixed Use	80’
MU-Core	Urban Mixed Use	85’

How will this affect city programs or services?

Fiscal Impact:

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving building height amendment
🗋	Staff Report	Staff Report
🗋	Amendment	Exhibit A - Text Amendments
🗋	Exhibit	Staff Presentation

ORDINANCE NO. 22-024

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3. ARTICLE III. SEC 1.E TABLE 3-4. MIXED USE URBAN BUILDING AND SITE REGULATIONS TO REDUCE BUILDING HEIGHTS IN MU-C AND MU-4 ZONING DISTRICTS (CDRV 22-004); PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, at the request of the City Commission, staff has provided information regarding amendments to the maximum permitted height in the Land Development Regulations, specifically, lowering the maximum permitted building height City-wide to 85 feet; and

WHEREAS, this would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations are hereby amended as follows:

CHAPTER 3. ZONING
…
ARTICLE III ZONING DISTRICTS AND OVERLAY ZONES
…
Section 1. Overview
…

E. Mixed Use Urban Building and Site Regulations (Table 3-4).

MIXED USE, URBAN [13, 14]	MU-1	MU-2	MU-3	MU-4	MU-C
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100 [2]	150[2]	200 [2]	200 [2]
Structure Ht., Minimum (ft.)	30	30	30	30	30
Maximum Height (ft.)[3]	45	65	75	80[4]	85[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

…

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No. ___ shall not be construed as nonconforming as a result of Ordinance No. __ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

…

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-013

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Amanda Radigan, AICP ABR Planning and Zoning Director
FROM:	Elizabeth Eassa, AICP, Senior Planner; Craig Pinder, Planner II
DATE:	September 27, 2022
REQUEST:	Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations.

OVERVIEW

At the request of the City Commission, this staff report outlines information regarding amendments to the maximum permitted height in the Land Development Regulations. Specifically, lowering the maximum permitted building height City-wide to 85 feet. This would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet.

EXPLANATION & PROPOSED AMENDMENTS

History of Height

Over the last 20 years, the City has embraced redevelopment planning which has been guided by recommendations adopted within CRA plans. The adopted plans focus on the development of a downtown which included specific emphasis on the topic of height. In the year 2000, when the height maximum City-wide was 100 feet, public workshops were held for the creation of the Federal Highway Corridor Community Redevelopment Plan ("FHCCRP"), which was later adopted in 2001. The City subsequently updated the Land Development Regulations (LDR) to implement the changes recommended in the FHCCRP and established the original MU-H and MU-L zoning districts which increased the maximum height allowed in the City to 150-feet for MU-H. Mixed use zoning districts were expanded to Boynton Beach Boulevard in 2006 following the adoption of the Boynton Beach Boulevard Corridor Plan, which established recommendations to increase intensity by adding residential components from Interstate 95 (being the lowest level of intensity) to downtown Boynton Beach (being the highest level of intensity).

Also in 2006, the FHCCRP was updated which led to further distribution of mixed use heights and densities and established three (3) new districts (MUL-1, MUL-2, and MUL-3) which created lower levels of intensity.

The City hosted a series of public workshops in 2016 to consolidate the various redevelopment

plans, into a single Community Redevelopment Plan (CRA Plan). The LDR was updated in both 2016 and 2017 to further distribute the mixed using zoning districts, per the CRA Plan recommendations. This amendment added MU-4, which provided an intermediate step between the height caps of 75-feet and 150-feet within the Mixed Use and Mixed Use Core classifications. There have been no amendments to height regulations since the adoption of MU-4. Currently the maximum height allowed in the City's Urban Mixed Use zoning districts are as follows:

MU-1	Urban Mixed Use	45'
MU-2	Urban Mixed Use	65'
MU-3	Urban Mixed Use	75'
MU-4	Urban Mixed Use	100'
MU-Core	Urban Mixed Use	150'

The establishment of the various Mixed-Use zoning districts assisted in the creation of the Downtown Transit Oriented Development ("TOD") District Overlay, which is outlined in and around the site that is anticipated to become a future commuter rail station. TOD's often include a mix of commercial, residential, office and entertainment centered around or located near a transit station. Dense, walkable, mixed-use development near transit attracts people and adds to vibrant, connected communities. Successful TOD's depend on access and density around the transit station. Convenient access to transit fosters development, while density encourages people to use the transit system.

On May 17, 2022, by the request of the City Commission, Staff gave a brief presentation at the City Commission Meeting on the City's current building height regulations. To further the discussion, on June 25, 2022, Staff held a public workshop on building height and again presented the materials to the Planning and Development Board. Staff presented four examples for discussion that could be used to address lowering the maximum height permitted City-wide. The four examples are as follows:

Example A:
Lower height maximum of MU-C from 150-feet to 85-feet
Lower height maximum of MU-4 from 100-feet to 80-feet

Example B:
Lower height maximum of MU-C from 150-feet to between 110-feet and up to 149-feet

Example C:
Make no changes to LDRs;
Amend Downtown District portion of the CRA Plan;
Reduce proposed intensity on select parcels; for example, parcels slated to go to Mixed-Use High could be modified to be slated for Mixed-Use Medium.

Example D:
Make no changes.

The City Commission has provided direction to draft a Land Development Regulation Amendment to implement "Example A". On August 23, 2022, Staff presented the Planning and Development Board with the same presentation provided to the City Commission on June 25, 2022 and requested feedback. The Board's responses varied during discussion ranging from making no changes; lowering maximum building height from 150 feet to 120-125 feet; and

reducing the maximum building height to 48 feet. Collectively, the Board generally supported a height reduction. Upon the adoption of the accompanying Ordinance the current building heights will be amended to be as follows:

MU-1	Urban Mixed Use	45’
MU-2	Urban Mixed Use	65’
MU-3	Urban Mixed Use	75’
MU-4	Urban Mixed Use	80’
MU-Core	Urban Mixed Use	85’

Considerations

In 1995, the State of Florida enacted the Bert J. Harris Jr. Private Property Protection Act that created a new cause of action for aggrieved property owners. If property owners can demonstrate that a governmental action “inordinately burdens” their property, they may be entitled to some form of compensation. Prior to the Harris Act, governmental agencies were not held liable for implementing zoning changes that had the potential to significantly reduce a property owner’s rights and/or investment potential.

Reducing building height could potentially limit a property owner’s ability to develop and/or redevelop their land to its existing potential under current regulations. In an effort to protect the City from being accused of inordinately burdening property owner’s that will be affected by the accompanying Ordinance, Staff has included language which indicates that structures that were in lawful existence or lawfully approved as of the date of the adoption of the accompanying Ordinance will not be construed as nonconforming as a result of its adoption . Additionally, the structure would be permitted to continue until such time that a new Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.

Should this language be accepted, a structure would be permitted to continue and execute alterations and upgrades, however no additional height will be permitted. Any new structures proposed on site would be required to meet the new height requirements. The structure would also be permitted to be rebuilt, if necessary, so long as the proposal to rebuild does not stray from the vested approval.

Attachments

PART III. LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE III ZONING DISTRICTS AND OVERLAY ZONES

…

Section 1. Overview

…

E. Mixed Use Urban Building and Site Regulations (Table 3-4).

MIXED USE, URBAN [13, 14]	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100 [2]	150[2]	200 [2]	200 [2]
Structure Ht., Minimum (ft.)	30	30	30	30~~45~~	30~~45~~
Maximum Height (ft.)[3]	45	65	75	80[4]~~100~~	85~~150/125~~[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

…

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No. ___ shall not be construed as nonconforming as a result of Ordinance No. __ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires. ~~Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.~~

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

…

Building Height Amendment

Planning & Development Board

October 12, 2022

City Commission

October 18, 2022 & November 1, 2022

Redevelopment Planning

2000: Maximum height was 100’ & maximum density was 40

2001: Federal Hwy Corridor Community Redevelopment Plan Adopted

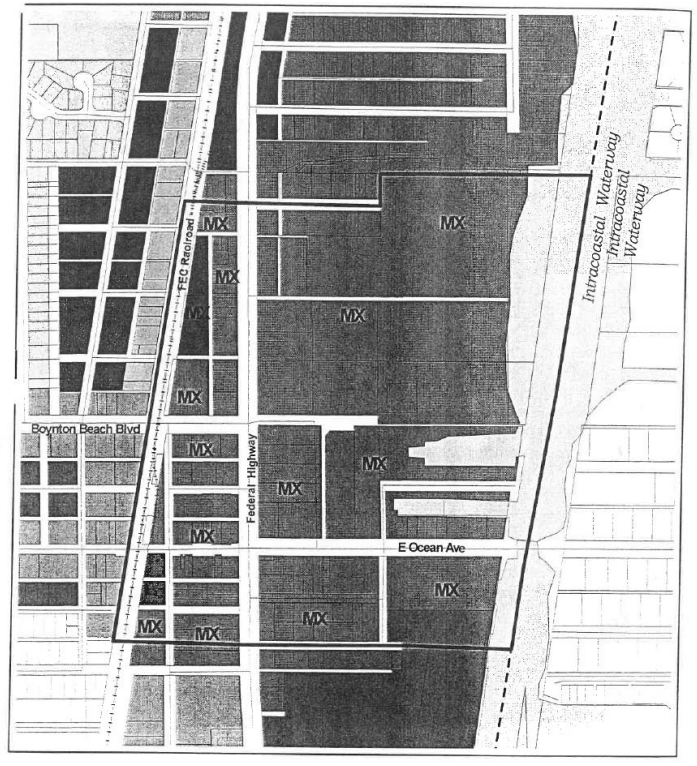
2002: LDR Update - Original MU-H and MU-L were adopted. First adoption of heights to 150’ per recommendations of FHCRP

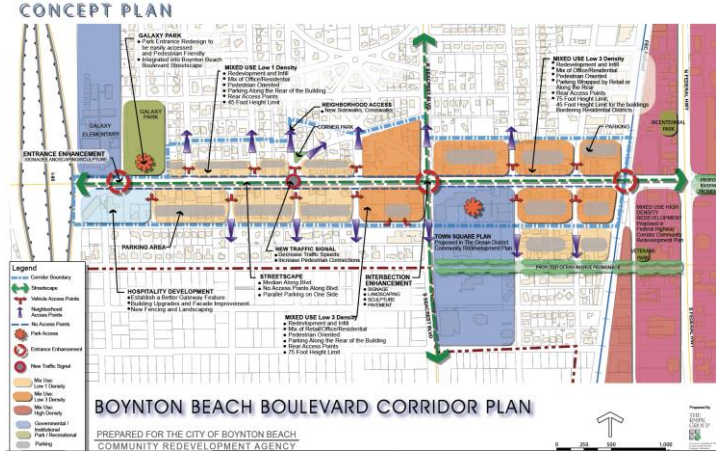
2006: Boynton Beach Blvd Corridor Plan expands Mixed Uses to Boynton Beach Blvd; Update to the Federal Hwy Corridor Community Redevelopment Plan adopted.

2006: LDR Update - Split Mixed Use Zoning Districts into four Districts (MUL-1, MUL-2, MUL-3, MUH), per recommendations of FHCRP

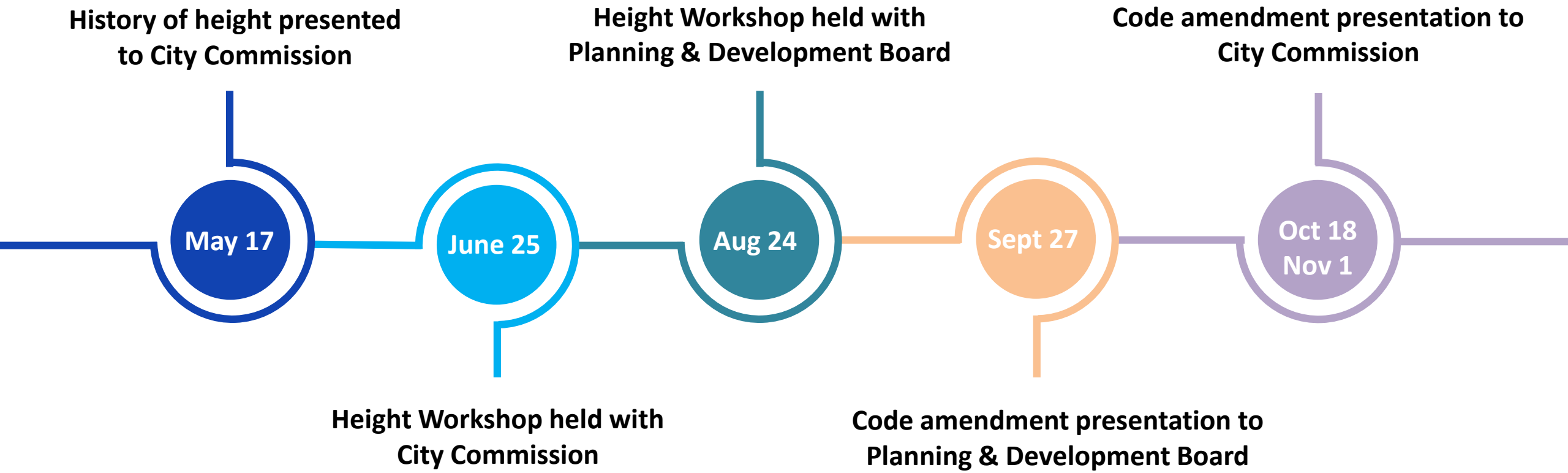
2016: Consolidated CRA Plan is adopted. Consolidates all CRA Plan Recommendations into a single document.

2016 & 2017: LDR Update to further breakdown of zoning districts (adds MU-4) for distribution of density and height, per consolidated CRA Plan recommendations.





Height Discussion Timeline



Proposed Amendment to Urban Mixed-Use

Chap3. Art III. Sec 1.E Table 3-4
Lower height maximum of MU-C from 150’ to 85
Lower height maximum of MU-4 from 100’ to 80

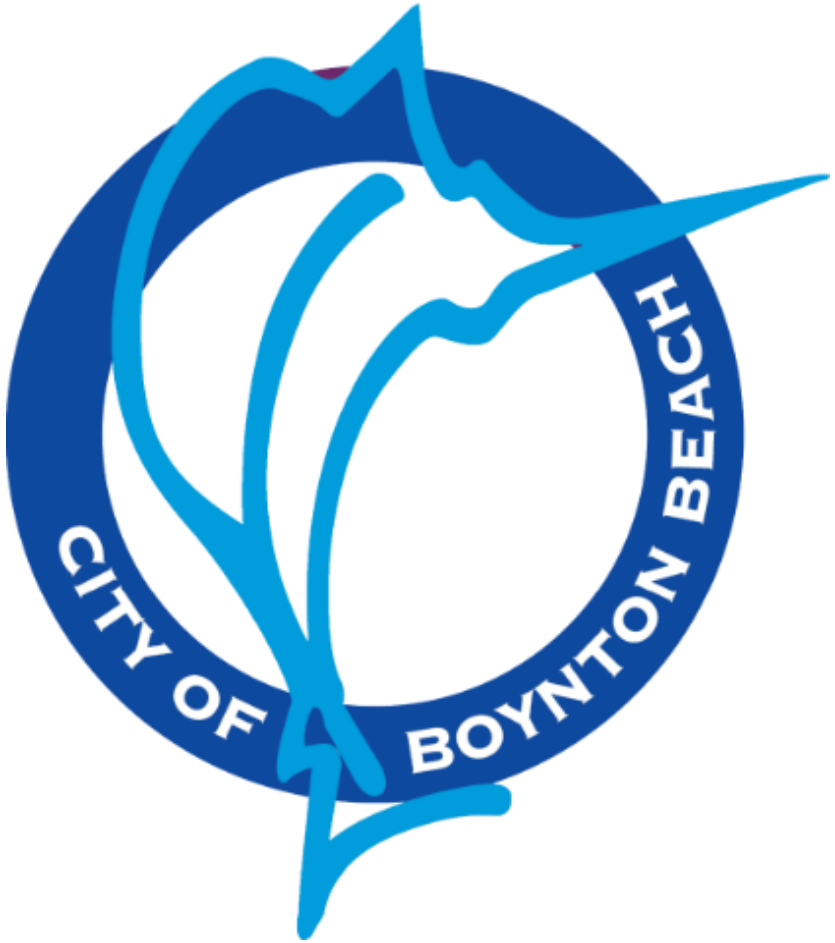
ZONING DISTRICT		EXISTING MAXIMUM HEIGHT	PROPOSED MAXIMUM HEIGHT
MU-1	Urban Mixed Use	55	**55**
MU-2	Urban Mixed Use	65	**65**
MU-3	Urban Mixed Use	75	**75**
MU-4	Urban Mixed Use	100	**80**[4]
MU-Core	Urban Mixed Use	150	**85**[4]

Proposed Amendment to Urban Mixed-Use

Chapt 3. Art III. Sec 1.E Table 3-4

Footnote

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No.____ shall not be construed as nonconforming as a result of Ordinance No._____ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.



Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Proposed Ordinance No. 22-017 - First Reading - Tenant Notice and Bill of Rights Ordinance. **(Postponed at the October 4, 2022 City Commission Meeting.)**

Explanation of Request:
At the July 19, 2022 City Commission meeting the Mayor requested that the Commission consider an Ordinance to assist individuals renting property. Several jurisdictions in Florida have recently adopted ordinances to enhance notice requirements above those required by state law. These requirements include notices for terminating leases and increases in rent. Some jurisdictions also adopted regulations for notices relating to late fees and to adopt a Tenant's Bill of Rights that requires landlords to provide written notice to tenants of their rights and resources should they have any concerns.

At its September 8, 2022, meeting, the City Commission provided direction for the preparation of an ordinance that provides for the City's own regulations.

The proposed ordinance provides for required notices for termination or non-renewal of residential leases without specific durations, for increases in rent and for late fee notices. In addition, the ordinance requires landlords to provide tenants with a "Tenants Bill of Rights" in a form developed by the City.

How will this affect city programs or services? Provide regulations and notice of rights to tenants in the City.

Fiscal Impact: None at this time; however, there could be costs relating to enforcement and printing of form Bill of Rights for tenants once any ordinance within the City comes into effect.

Alternatives: To not adopt the ordinance

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
	Ordinance	Ordinance creating Tenant Bill of Rights and Rental Notices

ORDINANCE NO. 22-017

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE CITY OF BOYNTON BEACH'S CODE OF ORDINANCES; AMENDING CHAPTER 13 ENTITLED "LICENSES"; BY CREATING ARTICLE V "RENTAL DWELLING UNITS", CREATING DIVISION 1 ENTITLED "APPLICABILITY AND DEFINITIONS" PROVIDING FOR TITLE, APPLICABILITY AND DEFINITIONS; CREATING DIVISION 2 ENTITLED "RESIDENTIAL NOTICE" TO PROVIDE NOTICE REQUIREMENTS FOR TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION AND RENTAL PAYMENT INCREASES; CREATING DIVISION 3 ENTITLED "TENANT'S BILL OF RIGHTS AND NOTICE OF LATE FEES" TO PROVIDE FOR NOTICE OF TENANT RIGHTS AND LATE FEES FOR RESIDENTIAL TENANCIES; AND CREATING DIVISION 4 ENTITLED "ENFORCEMENT"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II of Chapter 83, Florida Statutes, known as the "Florida Residential Landlord and Tenant Act," applies to tenancies of residential dwelling units and sets forth the rights and duties of landlords and tenants; and

WHEREAS, the City of Boynton Beach is experiencing a significant demand for and resulting shortfall of affordable rental housing units; and

WHEREAS, the availability of safe and affordable housing is an essential component of individual and community well-being; and

WHEREAS, protecting residential tenants from discrimination and unfair and illegal rental practices is fundamental to the health, safety, and welfare of the community; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Boynton Beach (the "City") as set forth at Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable controlling law; and

WHEREAS, the City Commission of the City of Boynton Beach (the "City Commission") is vested with the authority to adopt ordinances to protect the health, safety and welfare of the City's residents and visitors; and

WHEREAS, it is the intention of the City Commission to provide all residents of the City with fair notice if their rents are to increase; and

WHEREAS, over the past year, the City has experienced a significant increase in rental rates being paid by tenants; and

WHEREAS, as reported by the Sun Sentinel on March 23, 2022, research from three (3) Florida colleges revealed that renters in South Florida are paying 18.98% more than what they should be; and

WHEREAS, according to the most recent Affordable Housing Needs Assessment conducted by Florida International University, from 2018 to 2020, 52.7% renters' households in Palm Beach County are severely cost-burdened; and

WHEREAS, during the COVID-19 pandemic there has been an influx of people moving to Florida from states with higher wages and cost of living which has caused an upsurge in both property values and rental rates in Florida; and

WHEREAS, many tenants residing in the City have been unable to afford the costs of purchasing and maintaining a residential property, thereby increasing the demand for rental properties; and

WHEREAS, Part II of Chapter 83, Florida Statutes, commonly known as the "Florida Residential Landlord and Tenant Act" ("the Act"), applies to the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants; and

WHEREAS, the Act does not provide specific notification requirements for landlords seeking to increase rental rates; and

WHEREAS, although some lease agreements contain provisions regarding increases in rental rates, a landlord generally may not raise rent during the term of a lease; and

WHEREAS, therefore, a landlord will have to wait until the end of the term of the lease to raise the rent and it is expected that notice of such will be provided in accordance with termination notices set forth by law or in accordance with the lease agreement; and

WHEREAS, with respect to notices of termination of tenancy, if there is a written lease, Section 83.575 of the Act provides that the notice required to terminate a tenancy is no more than 60 days' notice; and

WHEREAS, where there is no lease, on the other hand, Section 83.57 of the Act provides that the landlord should provide a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 30-day notice to a tenant renting quarter-to-quarter, and a 60-day notice to a tenant renting year-to-year; and

WHEREAS, according to the Florida Attorney General Opinion No. 94-41 and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month tenancies without a specific duration pursuant to section 83.57 of the Act; and

WHEREAS, the City Commission recognizes that while reasonable late fees may be an important aspect of the landlord/tenant relationship, it is essential that tenants understand and know when they may incur these fees; and

WHEREAS, certain Florida counties including Miami-Dade and Broward, and cities, including Lake Worth Beach, West Palm Beach and Miami Beach, have recently enacted

ordinances that require written notification be given by residential landlords to their tenants for certain actions and to provide for a tenant's bill of rights so that tenants are informed of their legal rights; and

WHEREAS, the Mayor and the City Commission of the City of Boynton Beach hereby finds that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the Ordinance to the City's Code of Ordinances and as contained herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach's Code of Ordinances, Chapter 13 "Licenses" is hereby amended by creating Article V, "Rental Dwelling Units" as follows:

ARTICLE V. – RENTAL DWELLING UNITS

DIVISION 1. APPLICABILITY AND DEFINITIONS

Sec. 13-92. Title.

This ordinance, as fully set forth in Sections 13-92 through 13-99 of the City of Boynton Beach Code of Ordinances, shall be known and may be cited as the "Boynton Beach Residential Notice and Tenant's Bill of Rights Ordinance."

Sec. 13-93. Applicability.

(a) The provisions of this article shall apply citywide, unless in conflict with an applicable municipal ordinance. Unless otherwise provided, nothing in this article shall be construed to relieve a person from compliance with applicable county or municipal regulations. The provisions of this article shall apply prospectively and shall apply to any

new Rental Agreement entered into after October 1, 2022, date and to any renewal or extension of an existing Rental Agreement with a term that commences after that date.

(b) This article only applies to residential tenancies subject to Chapter 83, Florida Statutes, and does not apply to rentals within mobile home parks governed under Chapter 723, Florida Statutes; short-term rentals of residential units with non-recurring rental terms of thirty (30) days or fewer; or rentals of transient public lodging establishments regulated under Chapter 509, Florida Statutes. This article only regulates the landlord tenant relationship under Chapter 83, Florida Statutes; nothing in this article shall be construed to constitute regulation of public lodging establishments.

Sec. 13-94. Definitions. The following definitions shall apply to this article:

Landlord means any individual, firm, corporation, or other organization or group of persons however organized that is shown as the lessor, landlord, or property owner under a Rental Agreement, or any individual or entity otherwise acting on behalf of a lessor, landlord, or property owner in the rental of a Rental Unit to a Tenant, including, but not limited to, owner, lessor, sublessor, assignor, manager, real estate licensee (either a broker, sales associate, or broker-sales associate), condominium association, homeowners' association, cooperative association, or any representative of any of the foregoing. A real estate licensee is not a Landlord within the meaning of this division if they are only involved with the marketing of a Rental Unit and are not involved with either the preparation of the Rental Agreement or communicating with a Tenant on behalf of a property owner during the term of a Rental Agreement.

Late Fee means a charge of any kind, levied against a Tenant, associated with a failure of the Tenant to timely pay rent pursuant to the terms of a Rental Agreement.

Rental Agreement means an agreement, whether written or oral, by which a Tenant is entitled to possess a Rental Unit, or which is a "Rental Agreement" as defined in Section 83.43, Florida Statutes, as it may be amended.

Rental Unit means a residential housing unit in the City of Boynton Beach that (a) is or may be occupied by a Tenant by virtue of a Rental Agreement, or (b) is a "Dwelling Unit" as defined in Section 83.43, Florida Statutes, as it may be amended.

Tenant means a natural person or persons who will occupy, or who makes application to occupy, a Rental Unit by virtue of a Rental Agreement, or who is a "Tenant" of a dwelling unit in the City of Boynton Beach, as defined in Section 83.43, Florida Statutes, as it may be amended.

DIVISION 2. RENTAL NOTICES

Sec. 13-95 - Required written notice of termination of monthly residential tenancy without specific duration.

A residential tenancy without a specific duration in which the rent is payable on a monthly basis may be terminated by either the landlord or tenant by giving not less than 90 days' written notice prior to the end of any monthly period.

Sec. 13-96. - Required written notice of rental payment increases for residential tenancies.

(a) A residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific term, or during a tenancy without a specific duration in which the rent is payable on a month to month basis, must provide 90 days' written notice to the tenant.

(b) If the required 90 days' written notice has been provided and the tenant has

not agreed to the rent increase or an acceptable compromise, the landlord may increase the rent, as noticed, or require the tenant(s) to vacate the residence.

DIVISION 3. TENANT'S BILL OF RIGHTS AND NOTICE OF LATE FEES

Sec. 13-97. Tenant's Bill of Rights; Landlord Notice Requirements.

(a) The Development Department shall create and maintain a Tenant's Bill of Rights, which shall mean a paper or electronic document, available in English, Spanish, and Creole, in at least 12-point font, and formatted to be printed on paper of 8½ by 11 inches or larger, containing a notice of rights under applicable federal, state, and local law, and services available to residential tenants in the City of Boynton Beach. The content of the Tenant's Bill of Rights shall be as determined by the Boynton Beach City Commission ("Commission") by resolution.

(b) It is unlawful for a Landlord of a Rental Unit to enter into a Rental Agreement for a Rental Unit under the Landlord's control or authority, without first providing the prospective Tenant with a copy of the Tenant's Bill of Rights. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).

(c) For existing Tenants already occupying a Rental Unit on or before the date set forth in Section 13-93, the Landlord must provide the Tenant with the Tenant's Bill of Rights prior to the commencement of a new rental term. For Tenants with rental terms of thirty (30) days or less that are recurring in nature (e.g., ongoing month-to-month tenancies), the Landlord must provide the Tenant's Bill of Rights prior to December 1, 2022, and thereafter no less than once per year.

(d) There shall be a rebuttable presumption that a Landlord has complied with this

section if the Landlord can provide a written, dated, and signed affirmation from the Tenant stating that the Tenant has timely received the Tenant's Bill of Rights. The signed affirmation shall be retained by the Landlord for at least one (1) year after the Tenant vacates the Rental Unit.

Sec. 13-98. Late Fee Notices; Landlord Requirements.

(a) At or before such time as a Landlord assesses a Late Fee against a Tenant, the Landlord must provide written notice to the Tenant containing the information stated in Section (c) below. A Landlord may comply with this requirement through an agent of the Landlord (e.g., a property manager, rental manager, or real estate licensee).

(b) This written notice shall be separate from any notice requirements provided for in a Rental Agreement and shall be required each time a new Late Fee is assessed. Only one notice shall be required if the same Late Fee continues to accrue after delivery of the notice.

(c) The written notice required under this section shall include a statement informing the Tenant that:

(1) A Late Fee has been incurred, identifying the specific provision of the Rental Agreement that provides for the Late Fee;

(2) The amount of the Late Fee due at the time of the notice and, if Late Fees will increase or continue to accrue, a statement explaining the rate at which such fees will increase or continue to accrue; and

(3) The factual basis for the Late Fee.

(d) The written notice provided for in this section may be delivered to the Tenant:

(1) By e-mail to the e-mail address provided by the Tenant in the Rental Agreement or any subsequent written agreement regarding the delivery of notices;

(2) By certified mail to the address for notices provided by Tenant in the Rental Agreement;

(3) By posting of the notice to the front door of the Rental Unit; or

(4) By hand delivery to the Tenant.

(e) There shall be a rebuttable presumption that the Landlord has complied with the notice requirements in this section if the Landlord can provide one of the following:

(1) A copy of the e-mail sent pursuant to Section (d)(1) above on or before the date the Late Fee was assessed;

(2) A copy of a written and dated letter sent, posted, or hand delivered as provided in Sections (d)(2) through (4) above, with: (i) evidence from the United States Postal Service or other delivery service showing both the mailing date and delivery address of the notice; (ii) a time-stamped photograph of the notice clearly posted on the front door of the Rental Unit; or (iii) a signed and dated statement by the delivery person certifying hand delivery of the notice to the Tenant evidencing the date of delivery.

DIVISION 4. ENFORCEMENT

Sec. 13-99. Enforcement.

(a) The Tenant's Bill of Rights and Notice of Late Fees Ordinance may be enforced by code enforcement officers, including municipal code enforcement officers, and any law enforcement agency having jurisdiction of the City, pursuant to Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(b) Nothing in Sections 13-92 through 13-99 is intended to create any private causes of action, and these provisions may only be enforced as set forth herein.

Section 3. Each and every other provision of the City's Code of Ordinances not

herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this _____ day of _____, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Discuss options for updating the Community Support Funds Policy - **November 1, 2022**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Draft Ordinance on Civility & Decorum **- November 1, 2022**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Discussion on Regulating Vacation Rentals **- November 1, 2022**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Report on the status of infrastructure within the City, requested by Mayor Penserga **- November 15, 2022**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - **January 2023.**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact: There is no fiscal impact to the budget, for this item.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 10/18/2022

Requested Action by Commission: Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - **TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments: