




West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 16153

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0511

Vendor ID: 000000219123



SO Doc ID: BCF1500000002

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 11/12/14

Alias/DBA:

Close Date: 11/26/14

Total Bid: \$131,698.32

Close Time: 13:30

Response Date: 11/26/2014



Status: Closed

Response Time: 10:51

Solicitation Description: CISCO IP Phone Equipment & Licenses or Equal

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washinton Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 16153

Solicitation Description : CISCO IP Phone Equipment & Licenses or Equal

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2014-11-26 13:30:00	SR 0511 ESR11261400000001143	1

VENDOR

000000219123
 POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	RFQ Item 3.1.1.1: CISCO IP Phone 7945, or equal	291.00000	EA	\$257.25	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item 3.1.1.1: CISCO IP Phone 7945, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	RFQ Item# 3.1.1.10: 4-Port 3rd Gen Multiflex Trunk Voice/WAN	1.00000	EA	\$2,310.00	

Comm Code	Manufacturer	Specification	Model #
43202201			

Extended Description : RFQ Item# 3.1.1.10: 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	RFQ Item# 3.1.1.2: CISCO IP Phone 7965, or equal	10.00000	EA	\$325.50	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.2: CISCO IP Phone 7965, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	RFQ Item# 3.1.1.3: 7916 UC Phone Color Expansion, or Equal	9.00000	EA	\$273.00	

Comm Code	Manufacturer	Specification	Model #
43222825			

Extended Description : RFQ Item# 3.1.1.3: 7916 UC Phone Color Expansion, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	RFQ Item# 3.1.1.4: CISCO Unified IP Phone Power Cube, or Equ	9.00000	EA	\$23.63	

Comm Code	Manufacturer	Specification	Model #
43202201			

Extended Description : RFQ Item# 3.1.1.4: CISCO Unified IP Phone Power Cube, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	RFQ Item# 3.1.1.5: CISCO Unified IP Phone Power Cube Country	9.00000	EA	\$5.25	

Comm Code	Manufacturer	Specification	Model #
43202201			

Extended Description : RFQ Item# 3.1.1.5: CISCO Unified IP Phone Power Cube Country Cord, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	RFQ Item# 3.1.1.6: Single Footstand for 7915 Cisco Sidecar,	1.00000	EA	\$17.33	

Comm Code	Manufacturer	Specification	Model #
43202201			

Extended Description : RFQ Item# 3.1.1.6: Single Footstand for 7915 Cisco Sidecar, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	RFQ Item# 3.1.1.7: Double Footstand for 7915 Cisco Sidecar,	4.00000	EA	\$19.95	

Comm Code	Manufacturer	Specification	Model #
43202201			

Extended Description : RFQ Item# 3.1.1.7: Double Footstand for 7915 Cisco Sidecar, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	RFQ Item# 3.1.1.8: Cisco Unified IP Conference Phone 8831 ba	4.00000	EA	\$732.38	

Comm Code	Manufacturer	Specification	Model #
45111900			

Extended Description : RFQ Item# 3.1.1.8: Cisco Unified IP Conference Phone 8831 base & controller, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	RFQ Item# 3.1.1.9: Wired Microphone Accessories for the 8831	4.00000	EA	\$183.75	

Comm Code	Manufacturer	Specification	Model #
45111900			

Extended Description : RFQ Item# 3.1.1.9: Wired Microphone Accessories for the 8831 Conference phone (Item 3.1.1.8), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	RFQ Item# 3.1.1.11: Unified CM Device License - 10 Units	2.00000	EA	\$262.50	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.11: Unified Communications Manager (CM) Device License, or equal, for Electronic License Delivery (ELD) - 10 Units

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	RFQ Item# 3.1.1.12: Unified CM Device License - 100 Units	12.00000	EA	\$2,625.00	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.12: Unified Communications Manager (CM) Device License, or equal, for Electronic License Delivery (ELD) - 100 Units

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	RFQ Item# 3.1.1.13 Unity Connection 9.x SW Feature License A	1.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.13 Unity Connection 9.x SW Feature License Add-on, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	RFQ Item# 3.1.1.14: One Unity Connection 9.x Voice Messaging	250.00000	EA	\$39.38	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.14: One Unity Connection 9.x Voice Messaging User 1U, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	RFQ Item# 3.1.1.15: Essential SW One Unit Connection 1U, or	250.00000	EA	\$11.70	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.15: Essential SW One Unit Connection 1U, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	RFQ Item# 3.1.1.16: CISCO 1-year Sub UCSS	250.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43191511			

Extended Description : RFQ Item# 3.1.1.16: CISCO 1-year Sub UCSS for UNITY or UNITY CONNECTION 1U, or equal



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

State of West Virginia
 Request for Quotation
 35 – Telecomm

Proc Folder: 16153

Doc Description: CISCO IP Phone Equipment & Licenses or Equal

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-11	2014-11-26 13:30:00	CRFQ 0511 BCF1500000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: Pomeroy IT Solutions
 500 Westmoreland Office Park
 Dunbar, WV 25064
 Phone: (304) 746-4434
 Fax: (866) 307-5674
 Michelle Clark, Inside Sales
 linda.clark@pomeroy.com

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 61-1352158

DATE 11-25-2014

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	RFQ Item 3.1.1.1: CISCO IP Phone 7945, or equal	291.00000	EA	\$ 257.25	\$ 74,859.75

Comm Code	Manufacturer	Specification	Model #
43191511	Cisco	Cisco UC Phone 7945, Gig Ethernet	CP-7945G=

Extended Description :
RFQ Item 3.1.1.1: CISCO IP Phone 7945, or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	RFQ Item# 3.1.1.10: 4-Port 3rd Gen Multiflex Trunk Voice/WAN	1.00000	EA	\$ 2,310.00	\$ 2,310.00

Comm Code	Manufacturer	Specification	Model #
43202201	Cisco	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VVIC3-4MFT-T1/E1=

Extended Description :
RFQ Item# 3.1.1.10: 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	RFQ Item# 3.1.1.2: CISCO IP Phone 7965, or equal	10.00000	EA	\$ 325.50	\$ 3,255.00

Comm Code	Manufacturer	Specification	Model #
43191511	Cisco	Cisco UC Phone 7965	CP-7965G=

Extended Description :

RFQ Item# 3.1.1.2: CISCO IP Phone 7965, or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		FINANCIAL CLERK - 304-746-2360	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - KANAWHA COUNTY OFFICE	
350 CAPITOL ST, RM 730		4190 WASHINGTON ST WEST	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25313
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	RFQ Item# 3.1.1.3: 7916 UC Phone Color Expansion, or Equal	9.00000	EA	\$ 273.00	\$ 2,457.00

Comm Code	Manufacturer	Specification	Model #
43222825	Cisco	7916 UC Phone Color Expansion Module	CP-7916=

Extended Description :

RFQ Item# 3.1.1.3: 7916 UC Phone Color Expansion, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		FINANCIAL CLERK - 304-746-2360	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - KANAWHA COUNTY OFFICE	
350 CAPITOL ST, RM 730		4190 WASHINGTON ST WEST	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25313
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	RFQ Item# 3.1.1.4: CISCO Unified IP Phone Power Cube, or Equ	9.00000	EA	\$ 23.63	\$ 212.67

Comm Code	Manufacturer	Specification	Model #
43202201	Cisco	IP Phone power transformer for the 7900 phone series	CP-PWR-CUBE-3=

Extended Description :

RFQ Item# 3.1.1.4: CISCO Unified IP Phone Power Cube, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	RFQ Item# 3.1.1.5: CISCO Unified IP Phone Power Cube Country	9.00000	EA	\$ 5.25	\$ 47.25

Comm Code	Manufacturer	Specification	Model # CP-PWR-CORD-NA=
43202201	Cisco	Power Cord, North America	

Extended Description :

RFQ Item# 3.1.1.5: CISCO Unified IP Phone Power Cube Country Cord, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	RFQ Item# 3.1.1.6: Single Footstand for 7915 Cisco Sidecar,	1.00000	EA	\$ 17.33	\$ 17.33

Comm Code	Manufacturer	Specification	Model # CP-SINGLFOOTSTAND=
43202201	Cisco	Footstand kit for single 7914, 7915, or 7916	

Extended Description :

RFQ Item# 3.1.1.6: Single Footstand for 7915 Cisco Sidecar, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		FINANCIAL CLERK - 304-746-2360 HEALTH AND HUMAN RESOURCES BCF - KANAWHA COUNTY OFFICE 4190 WASHINGTON ST WEST CHARLESTON WV 25313 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	RFQ Item# 3.1.1.7: Double Footstand for 7915 Cisco Sidecar,	4.00000	EA	\$ 19.95	\$ 79.80

Comm Code	Manufacturer	Specification	Model #
43202201	Cisco	Footstand kit for 2 7914s, 7915s, and 7916s	CP-DOUBLFOOTSTAND=

Extended Description :

RFQ Item# 3.1.1.7: Double Footstand for 7915 Cisco Sidecar, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		FINANCIAL CLERK - 304-746-2360	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - KANAWHA COUNTY OFFICE	
350 CAPITOL ST, RM 730		4190 WASHINGTON ST WEST	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25313
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	RFQ Item# 3.1.1.8: Cisco Unified IP Conference Phone 8831 ba	4.00000	EA	\$ 732.38	\$ 2,929.52

Comm Code	Manufacturer	Specification	Model #
45111900	Cisco	Cisco Unified IP Conference Phone 8831 base and controller	CP-8831-K9=

Extended Description :

RFQ Item# 3.1.1.8: Cisco Unified IP Conference Phone 8831 base & controller, or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		FINANCIAL CLERK - 304-746-2360	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - KANAWHA COUNTY OFFICE	
350 CAPITOL ST, RM 730		4190 WASHINGTON ST WEST	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25313
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	RFQ Item# 3.1.1.9: Wired Microphone Accessories for the 8831	4.00000	EA	\$ 183.75	\$ 735.00

Comm Code	Manufacturer	Specification	Model #
45111900	Cisco	Wired Microphone Accessories for the 8831 Conference phone	CP-MIC-WIRED-S=

Extended Description :

RFQ Item# 3.1.1.9: Wired Microphone Accessories for the 8831 Conference phone (Item 3.1.1.8), or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	RFQ Item# 3.1.1.11: Unified CM Device License - 10 Units	2.00000	EA	\$ 262.50	\$ 525.00

Comm Code	Manufacturer	Specification	Model # L-CM-DL-10=
43191511	Cisco	Unified CM Device License For ELD - 10 Units	

Extended Description :

RFQ Item# 3.1.1.11: Unified Communications Manager (CM) Device License, or equal, for Electronic License Delivery (ELD) - 10 Units

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	RFQ Item# 3.1.1.12: Unified CM Device License - 100 Units	12.00000	EA	\$ 2,625.00	\$ 31,500.00

Comm Code	Manufacturer	Specification	Model # L-CM-DL-100=	\$ 262.50
43191511	Cisco	Unified CM Device License For ELD - 100 Units		

Extended Description :

RFQ Item# 3.1.1.12: Unified Communications Manager (CM) Device License, or equal, for Electronic License Delivery (ELD) - 100 Units

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	RFQ Item# 3.1.1.13 Unity Connection 9.x SW Feature License A	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
43191511	Cisco	Unity Connection 9.x, SW Feature License Add-ons 12months: CON-ECMU-LUNITLIC - SWSS UPGRADES Unity Connection 9.x	L-UNITYCN9-LIC-UPG

Extended Description :

RFQ Item# 3.1.1.13 Unity Connection 9.x SW Feature License Add-on, or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	RFQ Item# 3.1.1.14: One Unity Connection 9.x Voice Messaging	250.00000	EA	\$ 39.38	\$ 9,845.00

Comm Code	Manufacturer	Specification	Model #
43191511	Cisco	One Unity Connection 9.x Voice Messaging User	UNITYCN9-STD-USR

Extended Description :

RFQ Item# 3.1.1.14: One Unity Connection 9.x Voice Messaging User 1U, or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	RFQ Item# 3.1.1.15: Essential SW One Unit Connection 1U, or	250.00000	EA	\$ 11.70	\$2925.00 *

Comm Code	Manufacturer	Specification	Model #
43191511	Cisco	SWSS UPGRADES One Unity Connection (RFQ Item# 3.1.1.15 & 3.1.1.16) *(CON-ESW-UNITYSTD) & (UCSS-U-MSG-1-1) are no longer available through Cisco as seperate sku's, and are now ordered as one Cisco item number; CON-ECMU-UNITYSTD	CON-ECMU-UNITYSTD *

Extended Description :

RFQ Item# 3.1.1.15: Essential SW One Unit Connection 1U, or equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	RFQ Item# 3.1.1.16: CISCO 1-year Sub UCSS	250.00000	EA	\$0.00	\$0.00 *

Comm Code	Manufacturer	Specification	Model # CON-ECMU-UNITYSTD *
43191511	Cisco	SWSS UPGRADES One Unity Connection (RFQ Item# 3.1.1.15 & 3.1.1.16)	
* (CON-ESW-UNITYSTD) & (UCSS-U-MSG-1-1) are no longer available through Cisco as seperate sku's, and are now ordered as one Cisco item number, CON-ECMU-UNITYSTD			

Extended Description :

RFQ Item# 3.1.1.16: CISCO 1-year Sub UCSS for UNITY or UNITY CONNECTION 1U, or equal

BCF150000002	Document Phase Final	Document Description CISCO IP Phone Equipment & Licenses or Equal	Page 9 of 9
--------------	--------------------------------	--	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
CRFQ 0511 BCF150000002 Kanawha County CISCO IP Phone Equipment & Licenses,
or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Purchasing is soliciting bids on behalf of WV DHHR Bureau for Children and Families (BCF) to establish a contract for the one-time purchase of CISCO IP Phone Equipment & Licenses or equal for the WVDHHR/BCF Kanawha County Office located at 4190 Washington Street West, Charleston, WV 25313, per the specification herein.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means Cisco IP Phone Equipment and Licenses or equal. The West Virginia Office of Technology will be installing and maintaining the phones.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The WVOasis assembled document CRFQ_0511_BCF150000002 CRFQ Form will serve as the Pricing Page for this solicitation.
 - 2.3 **“RFQ”** means the official request for quotation published by the WV Division of Purchasing and identified as CRFQ 0511 BCF150000002
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below and must be compatible with the Cisco infrastructure investment VOIP system.
 - 3.1.1 Vendor must provide the following items, or equal:
 - 3.1.1.1 Quantity of 291: Model 7945 2Button, Gig Ethernet, Color, Spare
PN CP-7945G
 - 3.1.1.2 Quantity of Ten(10): Model 7965 6Button, Gig Ethernet, Color, Spare
PN CP-7965G
 - 3.1.1.3 Quantity of Nine(9): Model 7916 UC Phone Color Expansion Module

REQUEST FOR QUOTATION
CRFQ 0511 BCF150000002 Kanawha County CISCO IP Phone Equipment & Licenses,
or Equal

- PN CP-7916
- 3.1.1.4** Quantity of Nine(9): Cisco Unified IP Phone Power Cube
PN CP-PWR-CUBE-3
- 3.1.1.5** Quantity of Nine(9): Cisco Unified IP Phone Power Cube
Country Cord
PN CP-PWR-CORD-NA
- 3.1.1.6** Quantity of One(1): Single Footstand for 7915 Cisco Sidecar
PN CP-SINGLEFOOTSTAND
- 3.1.1.7** Quantity of Four(4): Double Footstand for 7915 Cisco Sidecar,
PN CP-DOUBLEFOOTSTAND
- 3.1.1.8** Quantity of Four(4): Cisco Unified IP Conference Phone 8831
base and controller
PN CP-8831-K9
- 3.1.1.9** Quantity of Four(4): Wired Microphone Accessories for the 8831
Conference Phone PN CP-MIC-WIRED-S
- 3.1.1.10** Quantity of One (1): 4-PORT 3RD Gen Multiflex Trunk
Voice/WAN Int. Card-T1/E1
PN VWIC3-4MFT-T1/E1
- 3.1.1.11** Quantity of Two (2): Unified Communications Mangers (CM)
Device License for Electronic License Delivery (ELD) – 10
Units
PN L-CM-DL-10
- 3.1.1.12** Quantity of Twelve (12): Unified CM Device License for ELD –
100 Units
PN L-CM-DL-100
- 3.1.1.13** Quantity of One (1): Unity Connection 9.x SW Feature
PN L-CM-DL-10
- 3.1.1.14** Quantity of 250: One Unity Connection 9.x Voice Messaging
User 1U

REQUEST FOR QUOTATION
CRFQ 0511 BCF150000002 Kanawha County CISCO IP Phone Equipment & Licenses,
or Equal

PN UNITYCN9-STD-USR

- * See attached
Cisco "End-of-Sale" announcement
and documentation regarding
the new Cisco Software
Support Service (SWSS)
- * 3.1.1.15 Quantity of 250: Essential SW One Unity Connection 1U
PN CON-ESW-UNITYSTD
 - * 3.1.1.16 Quantity of 250: Cisco 1-year SUB Unified Communications
Software Subscription (UCSS) for Unity Connection 1U
PN UCSS-U-MSG-1-1

Vendors should provide with their bid a copy of any software or hardware licensing and/or support Terms and Conditions which the State of WV or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms may result in disqualification of the vendor's bid.

Cisco End User License Agreement, attached.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete their bid by providing a Unit Price for Commodity Lines on the Request for Quotation. If responding to the Request for Quotation on paper, vendors should also provide a Total Price for each Commodity line by multiplying their bid Unit Price by the listed Quantity (Qty) for each line. Vendor should provide bids for all commodity lines, as failure to do so may result in Vendor's bid being disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Robert.p.kilpatrick@wv.gov

(Note: there is no separate, electronic Pricing Pages for this solicitation. Vendors responding on paper should use the printed Request for Quotation document.)

REQUEST FOR QUOTATION
CRFQ 0511 BCF150000002 Kanawha County CISCO IP Phone Equipment & Licenses,
or Equal

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.1.4, 3.1.1.5, 3.1.1.6, 3.1.1.7, 3.1.1.8, 3.1.1.9, 3.1.1.10 immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 calendar days after issuance of a purchase order. Contract Items must be delivered to Agency at 4190 Washington Street West, Charleston, WV 25313.

Vendor shall ship the Contract Items 3.1.1.11, 3.1.1.12, 3.1.1.13, 3.1.1.14, 3.1.1.15, 3.1.1.16 immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 calendar days after issuance of a purchase order. Contract items must be delivered to Agency at West Virginia Office of Technology, 1900 Kanawha Blvd., Building 5 A-916, Charleston, WV 25305.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
CRFQ 0511 BCF150000002 Kanawha County CISCO IP Phone Equipment & Licenses,
or Equal

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy IT Solutions
(Company)

Michelle Clark (Michelle Clark, Inside Sales)
(Authorized Signature) (Representative Name, Title)

P: (304) 746-4434 / F: 1(866) 307-5674
(Phone Number) (Fax Number) (Date)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pomeroy IT Solutions

Signed: Michelle [Signature]

Date: 11-25-2014

Title: Inside Sales

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pomeroy IT Solutions

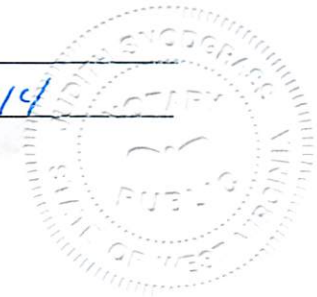
Authorized Signature: *Michelle [Signature]* Date: 11-25-2014

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 25 day of Nov, 2014.

My Commission expires Aug 22, 2016.



AFFIX SEAL HERE

NOTARY PUBLIC *Judith A. Snodgrass*

Purchasing Affidavit (Revised 07/01/2012)



Bill To:

Administrative Services Assistant
WV Dept of Health & Human
BCF-Commissioner's Office,
350 Capitol ST, RM 730
Charleston, WV 25301

Ship To:

WV Dept of Health & Human
BCF-Kanawha County,
4190 Washington ST W
Charleston, WV 25313

Phone: (304)356-4528

Email: robert.p.kilpatrick@wv.gov

Srl	Mfr. Part	Description	Price	Qty.	Extended
*1	CP-7945G=	Cisco UC Phone 7945, Gig Ethernet, Color, spare Remarks: RFQ Item# 3.1.1.1	\$ 257.25	291	\$ 74,859.75
*2	VVIC3-4MFT-T1/E1=	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 Remarks: RFQ Item# 3.1.1.10	\$ 2,308.68	1	\$ 2,308.68
*3	CP-7965G=	Cisco UC Phone 7965, Gig Ethernet, Color, spare Remarks: RFQ Item# 3.1.1.2	\$ 325.50	10	\$ 3,255.00
*4	CP-7916=	7916 UC Phone Color Expansion Module Remarks: RFQ Item# 3.1.1.3	\$ 273.00	9	\$ 2,457.00
*5	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series Remarks: RFQ Item# 3.1.1.4	\$ 23.63	9	\$ 212.67
*6	CP-PWR-CORD-NA=	Power Cord, North America Remarks: RFQ Item# 3.1.1.5	\$ 5.25	9	\$ 47.25
*7	CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916 Remarks: RFQ Item# 3.1.1.6	\$ 17.33	1	\$ 17.33
*8	CP-DOUBLFOOTSTAND=	Footstand kit for 2 7914s, 7915s, and 7916s Remarks: RFQ Item# 3.1.1.7	\$ 19.95	4	\$ 79.80
*9	CP-8831-K9=	Cisco Unified IP Conference Phone 8831 base and controller Remarks: RFQ Item# 3.1.1.8	\$ 732.38	4	\$ 2,929.52
*10	CP-MIC-WIRED-S=	Wired Microphone Accessories for the 8831 Conference phone Remarks: RFQ Item# 3.1.1.9	\$ 183.75	4	\$ 735.00
*11	L-CM-DL-10=	Unified CM Device License For ELD - 10 Units Remarks: RFQ Item# 3.1.1.11	\$ 262.50	2	\$ 525.00
*12	L-CM-DL-100=	Unified CM Device License For ELD - 100 Units Remarks: RFQ Item# 3.1.1.12	\$ 2,625.00	12	\$ 31,500.00
*13	L-UNITYCN9-LIC-UPG	Unity Connection 9.x, SW Feature License Remarks: RFQ Item# 3.1.1.13	\$ 0.00	1	\$ 0.00
14	CON-ECMU-LUNITLIC	SWSS UPGRADES Unity Connection 9.x (12 months) Mfr: CISCO SYSTEMS, INC Remarks: RFQ Item# 3.1.1.13	\$ 0.00	1	\$ 0.00
*15	UNITYCN9-STD-USR	One Unity Connection 9.x Voice Messaging User Remarks: RFQ Item# 3.1.1.14	\$ 39.38	250	\$ 9,845.00
*16	CON-ECMU-UNITYSTD	SWSS UPGRADES One Unity Connection (12 months) Note: (CON-ESW-UNITYSTD) & (UCSS-U-MSG-1-1) are no longer available through Cisco as seperate sku's, and are now ordered as one	\$ 11.70	250	\$ 2,925.00

Srl	Mfr. Part	Description	Price	Qty.	Extended
		Cisco item number; CON-ECMU-UNITYSTD Remarks: RFQ Item# 3.1.1.15 & 3.1.1.16			
		16 item(s)			
				Sub-Total	\$ 131,697.00
				Freight:	\$ 0.00
				Tax @ 6.5%	\$ 0.00
				Total	\$ 131,697.00
(*) Tax exempted Part(s)					

Terms and Conditions

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?Pageld=3186>

Quote valid until: 12/31/2014

Payment Details

Credit Card [VISA #
Expires On:]

Additional References

Customer Name
Sales Consultant

Shipping Details and Delivery

Shipping Via Delivery

 11-25-2014
Vendor Signature
FEIN# 61-1352158

Purchase Orders can be faxed to:
Michelle Clark 1.866.307.5674



IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CISCO SYSTEMS, INC. OR ITS AFFILIATE LICENSING THE SOFTWARE ("CISCO") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN A SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT, MADE AVAILABLE AT THE TIME OF YOUR ORDER, OR POSTED ON THE CISCO WEBSITE AT www.cisco.com/go/terms (COLLECTIVELY THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) CISCO; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY CISCO TO DISTRIBUTE / SELL CISCO EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH CISCO TO DISTRIBUTE / SELL THE CISCO EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND CISCO GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN CISCO EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES"), ANY OF THE SAME WHICH HAS BEEN RELICENSED UNDER THE CISCO SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY CISCO FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FOREGOING.

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees to an Approved Source. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source with the Software in any manner (including on CD-Rom, or on-line). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Cisco's website to obtain the necessary license key or license file. Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable Supplemental License Agreement or in the applicable purchase order which has been accepted by an Approved Source and for which Customer has paid to an Approved Source the required license fee (the "Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer and used for Customer's internal business purposes. No other licenses are granted by implication, estoppel or otherwise.

For evaluation or beta copies for which Cisco does not charge a license fee, the above requirement to pay license fees does not apply.

General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Cisco retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Cisco or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Cisco equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Cisco relicensing/transfer policy then in force), or use the Software on Cisco equipment not purchased by the Customer from an Approved Source or on secondhand Cisco equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Cisco is legally required to permit such specific activity pursuant to any applicable open source license;
- (iv) publish any results of benchmark tests run on the Software;
- (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Cisco; or
- (vi) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

Software, Upgrades and Additional Copies. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Cisco. Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from Cisco if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Customer Records. Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

Export, Re-Export, Transfer and Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Cisco under the Agreement are subject to export controls under the laws and regulations of the United States ("U.S.") and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, import, transfer and use of Cisco Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with export, re-export, transfer and use may be located at the following URL: www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export_contract_compliance.html

U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4,

and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein. Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, identified by Cisco in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on www.cisco.com) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s).

Limited Warranty

Subject to the limitations and conditions set forth herein, Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an Approved Source other than Cisco, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the "Product") (if any): (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. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an Approved Source by a Customer who is the first registered end user. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at Cisco's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the Approved Source supplying the Software to Customer, within the warranty period. Cisco or the Approved Source supplying the Software to Customer may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does Cisco warrant that the Software is error free or that Customer 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, Cisco 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.

Restrictions. This warranty does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not posted on Cisco's Software Center; (g) any Software that Cisco expressly provides on an "AS IS" basis on Cisco's Software Center; (h) any Software for which an Approved Source does not receive a license fee; and (i) Software supplied by any third party which is not an Approved Source.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Disclaimer of Liabilities-Limitation of Liability. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, CANADA, JAPAN OR THE CARIBBEAN, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO CISCO FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). NOTHING IN THE AGREEMENT SHALL LIMIT (I) THE LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO CUSTOMER FOR PERSONAL INJURY OR DEATH CAUSED BY THEIR NEGLIGENCE, (II) CISCO'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR (III) ANY LIABILITY OF CISCO WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Disclaimer of Liabilities-Waiver of Consequential Damages and Other Losses. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, THE CARIBBEAN OR CANADA, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ACQUIRED THE SOFTWARE IN JAPAN, EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY LOSS REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ANY APPROVED SOURCE OR THEIR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE FOR ANY LOSS REVENUE, LOST PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF, IN EACH CASE, CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT FULLY APPLY TO YOU. THE FOREGOING EXCLUSION SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH: (I) DEATH OR PERSONAL INJURY, (II) FRAUDULENT MISREPRESENTATION, OR (III) CISCO'S LIABILITY IN CONNECTION WITH ANY TERMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Customer acknowledges and agrees that Cisco has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction. If you acquired, by reference to the address on the purchase order accepted by the Approved Source, the Software in the United States, Latin America, or the Caribbean, the Agreement and warranties ("Warranties") are controlled by and construed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Canada, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of the Province of Ontario, Canada, notwithstanding any conflicts of law provisions; and the courts of the Province of Ontario shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Europe, the Middle East, Africa, Asia or Oceania (excluding Australia), unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of England, notwithstanding any conflicts of law provisions; and the English courts shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. In addition, if the Agreement is controlled by the laws of England, no person who is not a party to the Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. If you acquired the Software in Japan, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of Japan, notwithstanding any conflicts of law provisions; and the Tokyo District Court of Japan shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Australia, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of the State of New South Wales, Australia, notwithstanding any conflicts of law provisions; and the State and federal courts of New South Wales shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in any other country, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties.

For all countries referred to above, the parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

Product warranty terms and other information applicable to Cisco products are available at the following URL: www.cisco.com/go/warranty

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: www.cisco.com/go/trademarks. Third-party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (11107)

Re: RFP Item# 3.1.1.15 & 3.1.1.16



End-of-Sale Announcement for Cisco Essential Operate Services, Cisco Unified Communication Software Subscription, and Associated Service Levels for Cisco Unified Communications and Cisco Prime Products

Cisco Systems® announces the end-of-sale and end-of life dates for the Cisco® Essential Operate Service (ESW), the Cisco Unified Communications Software Subscription (UCSS), and associated service levels. This announcement also includes the end-of-sale and end-of-life dates for Cisco Prime™ Product Assured Software Subscription. The last day to order the affected service is September 22, 2014. Customers with active ESW service contracts or UCSS subscriptions will continue to receive support until the termination date of the contract.

Table 1 describes the end-of-life milestones, definitions, and dates for the affected service.

Table 1. End-of-Life Milestones

Milestone	Definition	Date
End-of-Sale Announcement Date	The date that the document announcing the end-of-sale and end-of-life is made available to the general public.	May 12, 2014
End-of-Sale Date	The last date to order or renew Cisco Essential Operate Service and Cisco Unified Communications Software Subscription through Cisco point-of-sale mechanisms. The service is no longer for sale after this date.	September 22, 2014
End of New Service Attachment Date	For Cisco Collaboration and Cisco Prime software that is not covered by Cisco Essential Operate Service and/or Cisco Unified Communications Software Subscription, this date is the last date to order a new contract or add software to an existing contract. All new quotes and orders will attach Cisco Software Support Service going forward.	September 22, 2014
Required Service at Point of Sale	The date that applicable collaboration and Cisco Prime products will require a minimum of one year of Cisco Software Support Service at the point of sale.	September 22, 2014
Transition Period	Cisco is providing a 60-day transition period for validated and approved Cisco Essential Operate Service and Cisco Unified Communications Software Subscription quotes to be converted to orders.	September 22- November 21, 2014
End of Service Contract Renewal Date	The last date to extend or renew Cisco Essential Operate Service and Cisco Unified Communications Software Subscription. All renewal quotes and orders will attach Cisco Software Support Service going forward.	November 21, 2014
Last Date of Support	The last date to receive support for covered products. After this date, all support under Cisco Essential Operate Service and Cisco Unified Communications Software Subscription is unavailable and the service becomes obsolete. All new and renewal customers will purchase Cisco Software Support Service going forward.	Expiration date of existing active contracts

Cisco® encourages new and existing Customers to purchase Cisco Software Support Service for collaboration products that covers Cisco Unified Communications Manager (UCM), Cisco Unified Workspace Licensing (Cisco UWL), Cisco Business Edition 6000 (BE 6000), Cisco Unity® Connection, Cisco Unified Attendant Consoles, Cisco Emergency Responder, Cisco Unified Contact Center Express (CCX), Cisco Unified Contact Center Enterprise (CCE), Cisco IP Interactive Voice Response (IP IVR), Cisco Unified Customer Voice Portal (CVP), Cisco WebEx® Meetings Server, Cisco Hosted Collaboration Solution (HCS), and Cisco Prime products that include Cisco Prime Collaboration, Cisco Prime Infrastructure, Cisco

Prime Cable Provisioning, Cisco Prime Network, and any additional products currently mapped to Cisco Essential Operate Service and Cisco Unified Communications Software Subscription. This service offers reactive maintenance support in the form of technical support, access to Cisco.com, software support, and rights to major and minor releases during the service contract term.

Service Level Changes

The following impacted service levels will move to Cisco Software Support Service levels: ESW, UCSS, CBSW, CCELW, CCESW, ELSW, NCCSW, NCDSW, NCESW, NCFWS, NCGSW, NCHSW, NCISW, NCJSW, NESW, NLSW, PSES, PSSW, SBESW, SES1, SES4, SESW, SPESW, SPNESW, CBC4, CBCD, CBCE, CBCP, EC4P, ECD, ECE, ECPM, NEC4,NECD, NECE, NECP, PSED, PSEE, PSEP, PSSD, PSSE, PSSP, SBN4, SBO4, SBP4, SECD, SECE, SECP, SESN, SESO, and SESP on September 22, 2014.

For Additional Information

For more information about the new Cisco® Software Support Service, visit: www.cisco.com/go/swss or contact your local account representative or an authorized reseller.



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: www.cisco.com/go/trademarks. Third party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (1110R)

Re: RFP Item # 3.1.1.15 & 3.1.1.16

At-A-Glance

Cisco Software Support Service



A Better Approach to Software Services

Cisco® Software Support Service for Cisco Collaboration and Cisco Prime™ software products delivers foundational support and major software upgrades in a single offering that is easy to transact, manage and renew. Your investment is fully protected by the combination of technical assistance, software updates and major upgrades and access to Cisco's comprehensive online resources.

Available on September 22, 2014, Software Support Service makes it easier to quote, order and renew your applicable collaboration services.



Making It Easier to Do Business with Cisco

Simplicity, when it comes to ordering technical services, makes good sense. Cisco Software Support Service reduces the complexity that was once associated with obtaining your important services for Cisco Collaboration and Cisco Prime software products. Now, you don't have to deal with:

- Different contracts renewal end dates
- Different pricing and SKUs
- Different partners

Cisco Software Support Service provides complete software support coverage under one service level. It is now easier than ever to keep your Cisco Collaboration software and Cisco Prime software applications running efficiently, and time consuming contract management is reduced under a single service contract, providing you the improved operational efficiency you require to support your ROI and business goals.

What's Included

In addition to simplifying the quoting, ordering and renewal process, SWSS helps support your business needs with complete coverage for your Cisco Collaboration and Cisco Prime software products.

Software Support Service provides:

- Full-time telephone and remote technical and maintenance support services 24 hours a day, 365 days per year. Cisco's Technical Assistance Center (TAC) provides you access to specialized engineers who can analyze complex application software and networking issues and assist with incident remediation.
- Software application maintenance, minor, and major release updates and upgrades to help make sure your customers' system operates smoothly and is always up to date.
- Anytime access to the extensive Cisco.com online troubleshooting tools help accelerate problem resolution. These robust support resources include:
 - Collaboration application software updates and major upgrades
 - Online access to experts in the Cisco Technical Assistance Center (TAC)
 - Self-help through online support communities, resources, and tools

Benefits Delivered

Cisco Software Support Service helps you:

- Maintain and protect your Collaboration application software investments
- Achieve your ROI goals
- Keep your Cisco Collaboration software and Cisco Prime software applications performing as expected
- Reduce time consuming contract management
- Improve operational efficiency
- Quickly resolve your network issues while seeing cost savings and productivity gains



Why Cisco?

Realize the full business value of your technology investments with smart, personalized services from Cisco and our partners. Backed by deep networking, security, and data center expertise and a broad ecosystem of partners, Cisco Services enables you to successfully plan, build, and manage your network and data center as a powerful business platform. Whether you are looking to quickly seize new opportunities to meet rising customer expectations, improve operational efficiency to lower costs, mitigate risk, or accelerate growth, we have a service that can help you.

Availability and Ordering

Cisco Software Support Service can be ordered directly through your Cisco account manager or through our global network of certified partners. Find a partner near you using the Cisco Partner Locator at www.cisco.com/go/partnerlocator. To manage your services ordering and contract management online, visit www.cisco.com/go/servicesordering.

For More Information

For more information about Cisco Software Support Service, visit www.cisco.com or contact your local account representative.

