5D 13

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

November 20, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Counsel
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) together with the Department of Safety (DOS) to enter into a contract amendment with ePlus Technology, Inc. of 13595 Dulles Technology Drive, Herndon, VA (Vendor #175802), to exercise the option for contract extension from December 31, 2014 to May 29, 2015, as well as to identify sub-deliverables that will support a payment to the vendor for work performed to date, effective upon Governor and Council approval. **No additional funding is requested**.

EXPLANATION

This project consists of two separate but related statewide enterprise implementations and deployments to be performed by ePlus Technologies in conjunction with the State.

The first phase of the contract was to refresh the State's core network consisting of the replacement of aging security appliances, routers, switching platforms and other essential core equipment. The completion of this phase of the project has reduced the risk of a network failure, increased network cyber security, and has upgraded the network to support higher volumes of network traffic required for modern software applications.

Currently in the second phase, the design and implementation of statewide VoIP communications infrastructure, ePlus is converting all existing VoIP locations into this statewide infrastructure and also implementing a Proof of Concept (POC) involving phones within agencies that are using the legacy analog telephone services. Remaining agency legacy services will be converted by State employees following the successful POC. Additional time is required to complete this phase of the project. The Proof of Concept Components have been setup as a base along with the targeted phones. However, the consolidation of all existing VoIP Locations has not been completed because infrastructure and communication line issues have required more planning and analysis time than originally anticipated. In addition, a payment of $159,342 of existing contract funds will be made to ePlus upon Governor and Council approval of sub-deliverables to compensate ePlus for work performed to date.

The Department of Information Technology and the Department of Safety respectfully request approval of this contract.

Respectfully submitted,

Steven J. Kelleher
Acting Commissioner
Department of Information Technology

John J. Barthlemes
Commissioner
Department of Safety

SJK/ltm
Contract #2012-069A

STATE OF NEW HAMPSHIRE
DEPARTMENTS OF INFORMATION TECHNOLOGY AND SAFETY
CORE - VOIP
2012-069
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2012-069, on 4/3/13, Item # 74A (herein after referred to as the "Agreement"), ePlus Technology, inc., (hereinafter referred to as "Vendor" or ePlus") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology and the Department of Safety (hereinafter referred to as the "Departments") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the both the Departments and ePlus wish to change the end date of the contract;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by changing the Completion Date from 12/31/14 to 5/29/2015.

2. Amend Part 3, Exhibit B by replacing Paragraph 1.1 as follows:

1.1 Firm Fixed Price May 29, 2015 11/21/14 SAIC 11/21/14

This is a Firm Fixed Price (FFP) Contract totaling **$7,253,408** for the period between the Effective Date through ~~December 31, 2016~~. ePlus shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ePlus to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

3. Amend Part 3, Exhibit B: Price Payment Schedule by replacing Paragraph 1.1, Table 1 Cost of Services with the following:

Table 1 Cost of Services
The following table details the installation cost of services. The installation includes all actions to install configure and test the equipment identified in the attached Pricing Matrix.

Table 1: Cost of Services

STATE OF NEW HAMPSHIRE
DEPARTMENTS OF INFORMATION TECHNOLOGY AND SAFETY
CORE - VOIP
2012-069
CONTRACT AMENDMENT A

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Payment Amount Core	Payment Amount VOIP
1	Conduct Project Kickoff Meeting	Non-Software	0	0
2	Status Meetings	Non-Software Written	0	0
3	Work Plan	Written	0	0
4	Goals and Objectives Document	Written	0	0
5	Risk Assessment Document	Written	0	0
6	QoS Design/Plan	Written	4,179	4,910
7	Conduct Technical and Information Architecture review and develop plan	Non-Software	40,625	44,168
8	Technical Architecture Design Plan including timelines	Written	37,737	44,300
9	Rack and stack all equipment per Appendix C-1 Scope of Work	Non-Software	22,157	26,010
10	Configure all equipment per Appendix C-1 Scope of Work	Non-Software	74,250	88,337
11 A	POC per Appendix C-1 Scope of Work, Completed and accepted as of 12/1/14.	Non-Software	95,825	63,448
11 B	Complete the remaining POC per Appendix C-1 Scope of Work	Non-Software	00	34,164
12	Complete the planning and configuration of the central AD Server required in support of the VoIP rollout per Appendix C-1 Scope of work.	Written	32,190	37,788
13 A	Testing and Verification per Appendix C-1 Scope of Work Completed and accepted as of 12/1/14.	Non-Software	40,133	30,623
13 B	Complete the remaining Testing and Verification per Appendix C-1 Scope of Work.	Non-Software	00	16,490
14	Register all equipment with Cisco	Non-	00	00.

	that has SmartNet associated with it.	Software		
15 A	Training materials required to complete training per Appendix C-1 Scope of Work Completed and accepted as of 12/1/14.	Written	29,264	32,635
15 B	Complete remaining training materials required to complete training per Appendix C-1 Scope of Work.	Written	00.	1,718
16 A	Training per Appendix C-1 Scope of Work Completed and accepted as of 12/1/14.	Non-Software	37,625	32,635
16 B	Provide the remaining training per Appendix C-1 Scope of Work.	Non-Software	00.	1,718
17	Call Routing and Dial Plan	Written		27,039
	SubTotals		$ 413,985.	$ 485,983
	Table 1 Total			$ 899,968

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2012-069	Original Contract	4/3/13 Item #74A	12/31/14	$7,253,408
2012-069 Amendment A	1st Amendment	Upon Approval	5/29/2015	$0
	CONTRACT TOTAL			$7,253,408

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ePlus Technology, inc.

Date: 11/19/14

Corporate Signature Notarized:

STATE OF Virginia

STATE OF NEW HAMPSHIRE
DEPARTMENTS OF INFORMATION TECHNOLOGY AND SAFETY
CORE - VOIP
2012-069
CONTRACT AMENDMENT A

COUNTY OF Fairfax

On this the 19th day of November 2014, before me, Steven Mencarini, the undersigned Officer Sr. VP ePlus personally appeared and acknowledged her/himself to be the Senior Vice President of ePlus Technology, inc., a corporation, and that she/he, as such Steven Mencarini is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Senior Vice President

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: 12/31/2017

(SEAL)

HEIDI ELIZABETH SULLIVAN-INYDIA REGISTRATION NO. 3088 NOTARY PUBLIC COMMONWEALTH OF VIRGINIA MY COMM. EXP. DECEMBER 31, 2017

State of New Hampshire

Steven J. Kelleher, Acting Commissioner
State of New Hampshire
Department of Information Technology

Date: 11-20-2014

State of New Hampshire

John J. Barthlemes, Commissioner
State of New Hampshire
Department of Safety

Date: 11/20/14

Approved by the Attorney General (Form, Substance and Execution)

State of New Hampshire, Department of Justice

Date: 11/20/14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Eplus Technology, Inc. a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 21, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of November, A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Erica Stoecker, Secretary of ePlus Technology, inc. (the "Company"), a corporation organized and existing under the laws of the Commonwealth of Virginia, do hereby certify that the attached is a true and correct copy of the Action by Unanimous Written Consent of the Board of Directors of the Company dated November 18, 2014, which constitutes a quorum of the Board of Directors, in which Steven Mencarini, the Senior Vice President of ePlus Technology, inc. is empowered and authorized to execute and deliver contracts in the name of and on behalf of the Company, and that such resolution has not been modified, rescinded or revoked, and is present in full force and effect.

IN WITNESS HEREOF, the undersigned has affixed his/her signature this 19th day of November, 2014.

Erica S. Stoecker
Secretary

Erica S. Stoecker
Secretary

(Corporate Seal)

(L.S.)

Commonwealth of Virginia

County of Fairfax

Personally appeared before me on the 19th day of November 2014, Erica Stoecker, Secretary of ePlus Technology, inc. and made the oath that the attached is a true copy from the records of the corporation.

Notary Public

My commission expires on: 12/31/2017

HEIDI ELIZABETH SULLIVAN-INYAMA
REGISTRATION NO. 308847
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMM. EXP. DECEMBER 31, 2017

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF EPLUS TECHNOLOGY, INC.

Each of the undersigned members of the Board of Directors of ePlus Technology, inc., a Virginia corporation (the "Corporation"), hereby executes the following action by unanimous written consent and directs that this unanimous written consent be filed with the minutes of the Board of Directors of ePlus Technology, inc. (the "Board of Directors").

WHEREAS, pursuant to applicable law and in accordance with the Certificate of Incorporation and the Bylaws of ePlus Technology, inc., the Board of Directors has determined to appoint certain individuals as officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby appoints Phillip G. Norton as Chief Executive Officer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Mark P. Marron as President of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Steven J. Mencarini as Senior Vice President of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Elaine D. Marion as Chief Financial Officer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Kleyton L. Parkhurst as Senior Vice President, Assistant Secretary, and Treasurer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Erica S. Stoecker as Secretary and Chief Compliance Officer of the Corporation; and

RESOLVED FURTHER, that the appropriate officers of the Corporation and each of them acting singly, be and hereby are, authorized, empowered, and directed to take any and all actions and to execute, deliver, and file any and all agreements, instruments, and documents as the officer or officers so acting shall determine to be necessary or appropriate to consummate the transactions contemplated by the foregoing resolutions, the taking of such action to be conclusive evidence that the same was deemed necessary or appropriate and was authorized thereby.

RESOLVED FURTHER, that the above officers of the Corporation, be and hereby are, authorized and empowered to open and close bank accounts, as and if so authorized by the Corporation's Authority Matrix in effect at the time.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of ePlus Technology, inc., have executed this unanimous written consent, to be effective as of November 18, 2014.

Phillip G. Norton

Kleyton L. Parkhurst

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2014

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 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
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

556865-PROP-7/31-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. Of America	25674
INSURER B : Travelers Indemnity Co Of America	25666
INSURER C : Travelers Casualty Insurance Co. Of America	19046
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ePlus, Inc.
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171

COVERAGES **CERTIFICATE NUMBER:** CLE-004167771-01 **REVISION NUMBER:** 5

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			H-630-5278L14A-TIL-14	07/31/2014	07/31/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			BA-9879P118-14-TEC	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			HSM-CUP-5278L14A-TIL-14	07/31/2014	07/31/2015	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			HVYCHUB-5278L14-A-14 (AOS)	07/31/2014	07/31/2015	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HJUB-4A66895-1-14 (CA)	07/31/2014	07/31/2015	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROPERTY			H-630-5278L14A-TIL-14	07/31/2014	07/31/2015	LIMIT	10,000,000
							DED.	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
Attn: Acting Commissioner Steven J. Kelleher
27 Hazen Drive
Concord, NH 03301

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
of Marsh USA Inc.
Manashi Mukherjee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2014

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 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
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

556865-PROP-7/31-14-15

INSURED
ePlus, Inc.
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Co. Of America	25674
INSURER B :	Travelers Indemnity Co Of America	25666
INSURER C :	Travelers Casualty Insurance Co. Of America	19046
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-003799001-13 **REVISION NUMBER:** 15

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY**			H-630-5278L14A-TIL-14	07/31/2014	07/31/2015	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY X PRO-JECT LOC							$	
A	**AUTOMOBILE LIABILITY**			BA-9879P118-14-TEC	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X **UMBRELLA LIAB** X OCCUR			HSM-CUP-5278L14A-TIL-14	07/31/2014	07/31/2015	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			HVYCHUB-5278L14-A-14 (AOS)	07/31/2014	07/31/2015	X WC STATU-TORY LIMITS / OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HJUB-4A66895-1-14 (CA)	07/31/2014	07/31/2015	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	PROPERTY			H-630-5278L14A-TIL-14	07/31/2014	07/31/2015	LIMIT		10,000,000
							DED.		10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety
Attn: Commissioner John J. Barthlemes
33 Hazen Dr
Concord, NH 03305

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
of Marsh USA Inc.

Manashi Mukherjee

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

April 6, 2012

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Information Technology (DoIT) together with the Department of Safety (DOS) to enter into a contract with ePlus Technology, Inc. of 13595 Dulles Technology Drive, Herndon, VA (Vendor #175802), in the amount of $7,253,408, for the procurement, installation, deployment of a Core Network Refresh which consists of replacing the security appliances, routers, switching platforms and other equipment central to all State computer operations and the statewide conversion of communications systems to Voice over Internet Protocol (VOIP) allowing all communication to be made over computer networks, effective upon Governor and Council approval through December 31, 2014, with an option to renew the contract for up to two additional years at the discretion of the State.

2) Authorize the Department of Safety to enter into a five year (5) finance agreement with Banc of America Public Capital Corp of Chicago, Illinois, (Vendor #177856), in the amount of $3,523,789 of which $3,358,388 are principal costs and $165,401 are the finance charges associated with financing the equipment and licenses associated with the implementation of the above noted statewide VOIP communication system, effective upon Governor and Council approval through July 15, 2016.

The total to be authorized is $7,418,809 which represents the $ 7,253,408 cost of the contract with ePlus Technology, Inc, (Item #1) plus the $165,401 in associated finance charges owed to Banc of America of Chicago Public Capital Corp, Il (Item#2).

Source of funds: 49.78% Capital Funds (General Funds), 47.52 % Other Funds (Telecommunication Fees) and 2.70% Other (Agency Class 027) Funds, (the Agency Class 027 funds used by the agencies to reimburse DoIT are 39.77% General funds and 60.23% Other Funds). Funds are available in the DoIT and DOS accounts as follows for SFY 2012 and SFY 2013, and are anticipated to be available in SFY 2014 through 2017 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE –OBJ (ACCOUNT) DESC	JOB #	AMOUNT	TOTALS
2012	01-03-03-030010-77030000- DoIT- Central IT Services and Ops 037-500171-Network Hardware-New	03030009	$ 102,342	
	01-03-03-030010-77030000- DoIT- Central IT Services and Ops 038-500177-Enterprise, Network and Operation Software	03030009	$ 99,035	
	01-03-03-030030-09790000-DoIT-Network Ops Upgrade 034-500099-Major IT Systems	N/A	$ 3,693,642	
			2012 Subtotal	$3,895,019
2013	02-23-23-236510-18700000 - DOS- Statewide Telecommunications 046-500416 -Consultants	N/A	$ 704,758	
			2013 Subtotal	$704,758
2014	02-23-23-236510-18700000 - DOS- Statewide Telecommunications 039-500191- Telecom Equipment	N/A	$ 704,758	
			2014 Subtotal	$704,758
2015	02-23-23-236510-18700000 - DOS- Statewide Telecommunications 039-500191- Telecom Equipment	N/A	$ 704,758	
			2015 Subtotal	$704,758
2016	02-23-23-236510-18700000 - DOS- Statewide Telecommunications 039-500191- Telecom Equipment	N/A	$ 704,758	
			2016 Subtotal	$704,758
2017	02-23-23-236510-18700000 - DOS- Statewide Telecommunications 039-500191- Telecom Equipment	N/A	$ 704,758	
			2017 Subtotal	$704,758
			GRAND TOTAL	$7,418,809

EXPLANATION

This project consists of two separate but related statewide enterprise implementations and deployments to be performed by ePlus Technologies in conjunction with the State.

The first phase of the contract is the core network refresh consisting of replacing the security appliances, routers, switching platforms and other essential core equipment. The State of New Hampshire Core Network is composed of equipment primarily purchased as part of the Y2K upgrade efforts in in 1998. Equipment this old presents challenges in the areas of reliability and the state's ability to support it. More importantly, the volume of data transfer that the system was designed to support is only a fraction of the current need. This existing design is also fraught with multiple single points of failure. Without the upgrades that will be implemented under this contract, both the State's current business operations and ability to implement new and innovative services will be severely impacted. The security firewall equipment, switching platforms and routers to be purchased and installed under this contract will address both the current shortcomings of the network as well as providing a foundation for growth and improvement of technological solutions to meet the State's business needs.

The second phase is the design and implementation of statewide VoIP communications infrastructure. ePlus is then tasked with converting all existing VoIP locations into this statewide infrastructure and then implementing a Proof of Concept (POC) involving another 1000 phones within agencies that are using the legacy analog telephone services. Remaining agency legacy services will be converted by State employees following the successful POC. This environment can then be modified quickly to meet changing needs of Agency programs. This VoIP communications environment provides

RFP 2012-069 Core Upgrade and VoIP Implementation
Attachment A

Vendor Conference Attendance	
Company Name	**Representative Name**
Comcast	Brien Fleming, Michael Lavallee
E Plus	Steve Low, Karl Whitson
Windstream	A.E. Mitchell, Kent Kicza
C.A. Technologies	Ed Kane
Presidio	Brad Haas, Jim Heley
Intercall	Tim Sprisler, Chris Gunn
Cisco	Scott Lawrence
CDEVS	Jim O'Malley
Brocade	Alex Dipietro
Bendtel	Peter Sendstrom

2012-069 RFP Evaluation Team		
Evaluator 1	Frank Catanese	DoIT – Chief Technology Officer
Evaluator 2	Kevin Connor	DOS - Emergency Communications Division – VoIP Project Manager
Evaluator 3	Peter Denute	DOS - Emergency Communications Division – Technology Chief
Evaluator 4	Grant Alois	DOS - Emergency Communications Division - Administrator
Evaluator 5	Sally Gallerani	DoIT - Director of Technical Services
Evaluator 6	Don Amendum	DoIT – Chief Networking
Evaluator 7	Wendy Pouliot	DoIT – Director of Operations
Evaluator 8	Richard Bailey	DOS/DMV Director

RFP 2012-069 Scoring Summary							
Company	**Company Address**	**Solution 35 Pts** *(max)*	**Staff 15 Pts** *(max)*	**Company 10 Pts** *(max)*	**Total Cost ***	**Cost 40 Pts** *(max)*	**TOTAL 100 Pts** *(max)*
Presidio	Woburn, MA	19.3	12.0	6.9	$11,497,622	32.9	59.1
ePlus	Bedford, NH	25.9	12.7	8.1	$ 9,463,455	40.0	74.0

*Total Costs included cost of "Options"

the foundation that will allow agencies to achieve service improvements though the implementation of enhanced services such as call center management, integrated voice and video communication and telephone to radio integration. The system also brings robust management tools that will enable agencies to make management decisions based on actual telephony usage patterns for both internal and citizen facing services.

RFP 2012-069 NH Department of Information Technology and Department of Safety Core Upgrade and VOIP Implementation was issued on January 23, 2012 and a non-mandatory vendor conference was held January 31, 2012 to solicit vendors to upgrade the Core Network and implement a VOIP communications system. The RFP specifically requested that vendors provide a finance option so that the State could have the necessary financial resources to complete the project. Ten vendors attended the non-mandatory vendor conference of which two vendors submitted proposals.

The proposals were rated according to the scoring criteria in the RFP. The attached evaluation matrix provides the names and addresses of the bidders, the names of the raters and the overall scoring summary.

ePlus Technologies achieved the highest score of the submitted proposals and the selection committee determined that they offered the "best value" to the State. Not only were they the highest scoring vendor, they were by far the lowest cost vendor.

The financed equipment and licenses of the project will be paid to ePlus by Banc of America Public Capital Corp. This finance agreement was reviewed and approved by the Department of Treasury, pursuant to RSA 6:35 *State Leases*. The five (5) year finance agreement is in the amount of $3,523,789. The State will incur financing charges of $165,401 over the term of the agreement with Banc of America Public Capital Corp at an interest rate of 2.173 %.

Respectfully submitted,

S. William Rogers
Commissioner
Department of Information Technology

John J. Barthlemes
Commissioner
Department of Safety

SWR/dcp
Contract #2012-069

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

April 4, 2012

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with ePlus Technology, Inc. (ePlus) for the implementation of a core network refresh and the implementation of a statewide VoIP Communication System, effective upon Governor and Council approval through December 31, 2014.

The first task of this contract with ePlus will be to replace the aging core network infrastructure, eliminating single points of failure while adding support for high speed, redundant network services which will permit the State to implement a highly available Voice Over Internet Protocol (VoIP) solution to replace its current Centrex services and offer video and voice conferencing services.

The second task will be to convert the State communication system to VoIP. Benefits of the new system will include a global address book, portability of phones and services, enhanced audio and video capabilities, as well as shared resources for voice messaging and trunking. This will increase the State communication systems capabilities and defer additional costs as agencies would and have been implementing this technology independently. The total contract value is $7,253,408.

A copy of this letter should accompany the Department of Safety/Department of Information Technology submission to the Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/dcp

cc: Frank Catanese, DoIT
Kevin Connor, E-911
David Perry, IT Manager, BFA/DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069-- PART 1

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Names Department of Information Technology and Department of Safety		1.2 State Agency Address' 27 Hazen Drive (DoIT) and 33 Hazen Drive (DOS) Concord NH 03301	
1.3 Contractor Name ePlus Technology Inc.		1.4 Contractor Address 13595 Dulles Technology Drive Herndon, VA 03110	
1.5 Contractor Phone Number 781 615-1314	1.6 Account Number See Exhibit C	1.7 Completion Date December 31, 2014	1.8 Price Limitation $ 7,253,408
1.9 Contracting Officers for State Agency S. William Rogers, Commissioner DOIT Wesley J. Colby, Business Office DOS		1.10 State Agency Telephone Numbers DOS 603 227-0006 DoIT 603 223-5748	
1.11 Contractor Signature Steven Mencarini, SVP		1.12 Name and Title of Contractor Signatory STEVEN MENCARINI SENIOR VICE PRESIDENT	

1.13 Acknowledgement: State of , County of

On 4/2/2012 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Penny Sue Halpern

PENNY SUE HALPERN COMMONWEALTH OF VIRGINIA REG. NO. 7500828 EXPIRES 06-30-15 NOTARY PUBLIC

1.13.2 Name and Title of Notary or Justice of the Peace

Penny Sue Halpern - Notary Public

1.14 State Agency Signature DOS DoIT	1.15 Name and Title of State Agency Signatory DOS - John J. Barthelmes, Commissioner DoIT - S. William Rogers, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: David M. Hilts On: 4/5/12

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

ePlus Initials _____

Date _____

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

ePlus Initials AR
Date 1/

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

ePlus Initials _____
Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069
CONTRACT AGREEMENT –PART 2

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the ePlus and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a ePlus' final offer following the conclusion of discussions.
Bill of Materials (BOM)	Bill of Materials is a list of Hardware and Software and associated Services attached to the contract as Exhibit P.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The ePlus' written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the ePlus has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a ePlus, which creates binding obligations for each party to perform as

	specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the ePlus who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contracted ePlus/ePlus	The ePlus whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted ePlus must cure the default identified.
Custom Code	Code developed by the ePlus specifically for this project for the State of New Hampshire
Custom Software	Software developed by the ePlus specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the ePlus during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of

	the Service. Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the ePlus to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Design Document	The design document describes the business requirements; old network architecture; network requirements; and design, plan, and configuration information for the new network
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the ePlus' cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.

Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by ePlus as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the ePlus to begin work on the Contract on a given date and time
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted ePlus' personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and

	quality
Project Management Plan	A document that describes the processes and methodology to be employed by the ePlus to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the ePlus' representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the ePlus on the Project
Proposal	The submission from a ePlus in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The ePlus allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the ePlus and the State specifying the level of Service that is expected of, and provided by, the ePlus during the term of the Contract.
Services	The work or labor to be performed by the ePlus on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the ePlus under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the ePlus in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and

	federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information and Department of Safety 27 Hazen Drive and 33 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the ePlus. The Contract Agreement SOW defines the results that the ePlus remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the ePlus, which is performing Services under this Contract under a separate Contract with or on behalf of the ePlus
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a ePlus, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It

	may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when ePlus is supporting System changes.
UAT	User Acceptance Test
Unit Price	The price for a single item as set forth in Exhibit B Attachment 1.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
ePlus/ Contracted ePlus	The ePlus whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which ePlus is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the ePlus during the Warranty Period.
Work Hours	ePlus personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the ePlus either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069
CONTRACT AGREEMENT –PART 2

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology and the Department of Safety ("State"), and ePlus Technology, Inc., a Virginia Corporation, ("ePlus"), having its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171.

The project consists of a Core Network refresh and the implementation of a Voice over Internet Protocol (VoIP) project.

RECITALS

The State desires to have ePlus provide a Core Network refresh and the implementation of a Voice over Internet Protocol (VoIP) project, and associated Services for the Department of Information Technology and the Department of Safety;

ePlus wishes to provide a Core Network Equipment upgrades, a VOIP implementation and Services associated with both for the State.

This contract is contingent on the approval of the financing agreement with Banc of America Public Capital Corp, as proposed in the ePlus response to RFP 2012-069, which will provide funding for a portion of this project as identified in Exhibit P Bill of materials.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services
   - Exhibit H- Responses to Requirements
   - Exhibit I- Work Plan
   - Exhibit J- Software License and related Terms
   - Exhibit K- Warranty and Warranty Services
   - Exhibit L- Training Services
   - Exhibit M- Agency RFP with Addendums, by reference
   - Exhibit N- The ePlus Proposal, by reference

Exhibit O- Certificates and Attachments
Exhibit P- Bill of Materials
Exhibit Q – Escrow Agreement

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
b. *General Contract Requirements* in Appendix H of the RFP document.
c. State of New Hampshire, Departments of Information Technology and Safety Contract 2012-069.
d. RFP 2012-069 Core Network VoIP Implementation, dated January 23, 2012, with addenda 1 through 3 incorporated; then
e. ePlus' Proposal, dated February 17, 2012.

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through December 31, 2014. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2016.

ePlus shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require ePlus to commence work prior to the Effective Date; however, if ePlus commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of ePlus. In the event that the Contract does not become effective, the State shall be under no obligation to pay ePlus for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of ePlus' obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. ePlus shall not be responsible for any delay, act, or omission of such other contractors, except that ePlus shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of ePlus.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both ePlus and State personnel. ePlus shall provide all necessary resources to perform its obligations under the Contract. ePlus shall be responsible for managing the Project to its successful completion.

3.1 ePlus' Contract Manager

ePlus shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. ePlus' Contract Manager is:

Steve Mencarini
Senior Vice President
13595 Dulles Technology Drive, Herndon, VA 20171
Tel: 703-984-8400
Email: info@ePlus.com

3.2 ePlus' Project Manager

3.2.1 Contract Project Manager

ePlus shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. ePlus' selection of the ePlus Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed ePlus Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of ePlus' Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 The ePlus Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as ePlus' representative for all administrative and management matters. ePlus' Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. ePlus' Project Manager must be available to promptly respond during Normal Business

Hours within two (2) hours to inquiries from the State, and be at the site as needed. ePlus' Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 ePlus shall not change its assignment of the ePlus Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ePlus' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the ePlus Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. ePlus shall assign a replacement Project Manager within ten (10) business days of the departure of the prior ePlus Project Manager, and ePlus shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim ePlus Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare ePlus in default and pursue its remedies at law and in equity, if ePlus fails to assign an ePlus Project Manager meeting the requirements and terms of the Contract.

3.2.5 ePlus Project Manager is to be determined after contract execution:

3.3 ePlus Key Project Staff

3.3.1 ePlus shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-ePlus Response Checklist*. The State may conduct reference and background checks on ePlus Key Project Staff. The State reserves the right to require removal or reassignment of ePlus' Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 ePlus shall not change any ePlus Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ePlus Key Project Staff will not be unreasonably withheld. The replacement ePlus Key Project Staff shall have comparable or greater skills than ePlus Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

Fax: 603-271-1516
Frank.catanese@doit.nh.gov

Fax: 603-
kconnor@desc.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of ePlus Project Manager and ePlus Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 ePlus Responsibilities

ePlus shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

ePlus may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37.* ePlus must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider ePlus to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

ePlus shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

Upon its submission of a Deliverable or Service, ePlus represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from ePlus that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables.* The State will notify ePlus in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of ePlus' written Certification. If the State rejects the Deliverable, the State shall notify ePlus of the nature and class of the Deficiency and ePlus shall correct the Deficiency within the period identified in the Work Plan. If no period for ePlus' correction of the Deliverable is identified, ePlus shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify ePlus of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ePlus in default and to pursue its remedies at law and in equity, if ePlus fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with ePlus' replacement Project staff.

3.3.3.1 ePlus Key Project Staff shall consist of the following individuals in the roles identified below:

ePlus' Key Project Staff:

Key Member(s)	Title
Steve Low	Senior Acct Executive
PM (TBA)	Project Manager
Larry O'Toole	Data/Voice Engineer
Kalani Silva	Lead Technical Arch.
Dave Lavallee	Data/Voice Engineer
Karl Whitson	Data/Voice Engineer
Chris Smolen	Network Security Eng
Ray Jacome	Network Engineer

3.4 State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Rose Curry
Department of Information Technology
27 Hazen Drive
Tel: (603) 223-5748
Email: Rose.curry@doit.nh.gov

3.5 State Project Managers

The State shall assign a separate Project Manager for the Core Project and the VOIP Project. The State Project Manager's duties shall include the following:

a. Leading the Project;
b. Managing significant issues and risks.
c. Reviewing and accepting Contract Deliverables;
d. Invoice sign-offs;
e. Review and approval of change proposals; and
f. Managing stakeholders' concerns.

The State Project Manager is:
Frank Catanese
Department of Information Technology
27 Hazen Drive, Concord NH 03301
Tel: 603-223-5701

The State Project Manager for VOIP
Kevin Connor
Department of Safety
33 Hazen Dr, Concord NH 03301
Tel: 603-227-0006

days. If ePlus fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require ePlus to continue until the Deficiency is corrected, or immediately terminate the Contract, declare ePlus in default, and pursue its remedies at law and in equity.

4.4 System Hardware and Software Testing and Acceptance

System Hardware and Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to maximize business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the System/Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 Software and Documentation

ePlus shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 Software Support and Maintenance

ePlus shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of ePlus' proprietary rights;
b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

6. WARRANTY

ePlus shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

ePlus shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

ePlus shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

ePlus shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

ePlus shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 Training Services

ePlus shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

8. WORK PLAN DELIVERABLE

ePlus shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. ePlus shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve ePlus from liability to the State for damages resulting from ePlus' failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, ePlus must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of ePlus or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by ePlus to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from ePlus' failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with ePlus' Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Contract Manager and submitted to ePlus. Within five (5) business days of ePlus' receipt of a Change Order, ePlus shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

ePlus may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to ePlus' requested Change Order within five (5) business days. The State Agency, as well as the Contract Manager, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from ePlus to the State, and the State acceptance of ePlus' estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and ePlus' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 ePlus' Materials

Subject to the provisions of this Contract, ePlus may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ePlus shall not distribute any products containing or disclose any State Confidential Information. ePlus shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by ePlus employees or third party consultants engaged by ePlus.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, to confidential, commercial or financial information, to test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and to personnel, medical, welfare, library use, video tape sale or rental, and other files whose disclosure would constitute an invasion of privacy.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.4 Custom Software Source Code

Not applicable

10.5 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, ePlus may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* ePlus shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for ePlus' performance under the Contract.

11.2 State Confidential Information

ePlus shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to ePlus in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. ePlus shall immediately notify the State if any request, subpoena or other legal process is served upon ePlus regarding the State Confidential Information, and ePlus shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, ePlus shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 ePlus Confidential Information

Insofar as ePlus seeks to maintain the confidentiality of its confidential or proprietary information, ePlus must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that ePlus considers the Software and Documentation to be Confidential Information. ePlus acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ePlus as confidential, the State shall notify ePlus and specify the date the State will be releasing the requested information. At the request of the State, ePlus shall cooperate and assist the State with the collection and review of ePlus' information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be ePlus' sole responsibility and at ePlus' sole expense. If ePlus fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ePlus, without any liability to ePlus.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to ePlus shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 The ePlus

Subject to applicable laws and regulations, in no event shall ePlus be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ePlus' liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to ePlus' indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement*- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of ePlus shall constitute an event of default hereunder ("Event of Default")

a. Failure to perform the Services satisfactorily or on schedule;

b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

a. Unless otherwise provided in the Contract, the State shall provide ePlus written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"): If ePlus fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving ePlus notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b. Give ePlus a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to ePlus during the period from the date of such notice until such time as the State determines that ePlus has cured the Event of Default shall never be paid to ePlus.

c. Set off against any other obligations the State may owe to the ePlus any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and ePlus shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The ePlus shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is herby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to ePlus. In the event of a termination for convenience, the State shall pay ePlus the agreed upon price, if separately stated in this

Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, ePlus shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if ePlus did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by ePlus, the State shall be entitled to pursue the same remedies against ePlus as it could pursue in the event of a default of the Contract by ePlus.

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require ePlus to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, ePlus shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of ePlus and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that ePlus has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that ePlus should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with ePlus, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with ePlus, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to ePlus, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 ePlus shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 ePlus shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assume in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve ePlus of any of its obligations under the Contract nor affect any remedies available to the State against ePlus that may arise from any event of default of the provisions of the contract. The State shall consider ePlus to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit ePlus from assigning the Contract to the successor of all or substantially all of the assets or business of ePlus provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that ePlus should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with ePlus, its successors or assigns for the full remaining term of the Contract;

continue under the Contract with ePlus, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to ePlus, its successors or assigns.

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	TBD PM, TBA	State Project Manager s Frank Catanese (Core) (PM)Kevin Conner (VOIP)	5 Business Days
First	Steve Low, Senior Account Manager	Rose Curry, Contract Manager	10 Business Days
Second	Gene Ratto, Vice President	Commissioner S. William Rogers and/or Commissioner John J. Barthelmes	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. ESCROW OF CODE

a. Not applicable

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The ePlus must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

18.3 Project Workspace and Office Equipment

The State agency will work with ePlus to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for ePlus' staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide ePlus with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow ePlus to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), ePlus understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall ePlus access or attempt to access any information without having the express authority to do so.

c. That at no time shall ePlus access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times ePlus must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the

State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by ePlus. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if ePlus is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". ePlus understand and agree that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.9 Regulatory Government Approvals

ePlus shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither ePlus nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include ePlus' inability to hire or provide personnel needed for ePlus' performance under the Contract.

18.11 Insurance

18.11.1 ePlus Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The Insurance Certificate shall note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.12 Exhibits

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

18.13 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

18.15 Work for Hire

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by ePlus to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, ePlus agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. ePlus shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. ePlus agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. ePlus represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

ePlus shall provide the State with the Core Network Upgrade and the VOIP Implementation which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, ePlus shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

REF #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date Core	Projected Delivery Date VOIP
1	Conduct Project Kickoff Meeting	Non-Software	4/25/12	4/25/12
2	Status Meetings	Non-Software Written	Weekly	Weekly
3	Work Plan	Written	6/10/12	6/10/12
4	Goals and Objectives Document	Written	4/29/12	4/29/12
5	Risk Assessment Document	Written	5/18/12	5/18/12
6	QoS Design/Plan	Written	5/29/12	5/29/12
7	Conduct Technical and Information Architecture review and develop plan	Non-Software	6/3/12	6/13/12
8	Technical Architecture Design Plan including timelines	Written	6/12/12	6/12/12

9	Rack and stack all equipment per Appendix C-1 Scope of Work	Non-Software	7/31/12	7/31/12
10	Configure all equipment per Appendix C-1 Scope of Work	Non-Software	8/21/12	8/28/12
11	Complete the POC per Appendix C-1 Scope of Work	Non-Software	9/28/12	10/26/12
12	Complete the planning and configuration of the central AD Server required in support of the VoIP rollout per Appendix C-1 Scope of work.	Written	N/A	8/28/12
13	Test per and verify per Appendix C-1 Scope of Work	Non-Software	8/24/12	10/1/12
14	Register all equipment with Cisco that has SmartNet associated with it.	Non-Software	6/28/12	6/28/12
15	Create training materials required to complete training per Appendix C-1 Scope of Work	Written	9/3/12	10/1/12
16	Provide all training per Appendix C-1 Scope of Work	Non-Software	N/A	12/2/12
17	Call Routing and Dial Plan	Written	N/A	6/3/12

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling **$7,253,408** for the period between the Effective Date through December 31, 2014. ePlus shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ePlus to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1 Cost of Services

The following table details the installation cost of services. The installation includes all actions to install configure and test the equipment identified in the attached Pricing Matrix.

Table 1: Cost of Services

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Payment Amount Core	Payment Amount VOIP
1	Conduct Project Kickoff Meeting	Non-Software	0.	0.
2	Status Meetings	Non-Software Written	0.	0.
3	Work Plan	Written	0.	0.
4	Goals and Objectives Document	Written	0.	0.
5	Risk Assessment Document	Written	0.	0.
6	QoS Design/Plan	Written	4,179.	4,910.
7	Conduct Technical and Information Architecture review and develop plan	Non-Software	40,625.	44,168.
8	Technical Architecture Design Plan including timelines	Written	37,737.	44,300.
9	Rack and stack all equipment per Appendix C-1 Scope of Work	Non-Software	22,157.	26,010.
10	Configure all equipment per	Non-	74,250	88,337.

	Appendix C-1 Scope of Work	Software		
11	Complete the POC per Appendix C-1 Scope of Work	Non-Software	95,825.	97,612.
12	Complete the planning and configuration of the central AD Server required in support of the VoIP rollout per Appendix C-1 Scope of work.	Written	32,190.	37,788.
13	Test per and verify per Appendix C-1 Scope of Work	Non-Software	40,133.	47,113.
14	Register all equipment with Cisco that has SmartNet associated with it.	Non-Software	00.	00.
15	Create training materials required to complete training per Appendix C-1 Scope of Work	Written	29,264.	34,353.
16	Provide all training per Appendix C-1 Scope of Work	Non-Software	37,625.	34,353.
17	Call Routing and Dial Plan	Written		27,039.
	SubTotals		413,985.	485,983
	Table 1 Total			899,968

Table 2: Cost of Optional Services
The following table details the installation cost of optional services. The installation includes all actions to install configure and test the optional equipment identified in the attached Optional Services Pricing Matrix. The costs included in the table below reflect only additional costs associated with each item required for the optional services deployment.

Table 2: Cost of Optional Services				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Payment Amount Core	Payment Amount VOIP
1	Conduct Project Kickoff Meeting	Non-Software	0	0

2	Status Meetings	Non-Software Written	0	0
3	Work Plan	Written	0	10,000
4	Goals and Objectives Document	Written	0	0
5	Risk Assessment Document	Written	0	0
6	QoS Design/Plan	Written	0	0
7	Conduct Technical and Information Architecture review and develop plan	Non-Software	0	0
8	Technical Architecture Design Plan including timelines	Written	0	0
9	Rack and stack all equipment per Appendix C-1 Scope of Work	Non-Software	0	10,000
10	Configure all equipment per Appendix C-1 Scope of Work	Non-Software	0	0
11	Complete the POC per Appendix C-1 Scope of Work	Non-Software	0	0
12	Complete the planning and configuration of the central AD Server required in support of the VoIP rollout per Appendix C-1 Scope of work.	Written	0	
13	Test per and verify per Appendix C-1 Scope of Work	Non-Software	0	0
14	Register all equipment with Cisco that has SmartNet associated with it.	Non-Software	0	0
15	Create training materials required to complete training per Appendix C-1 Scope of Work	Written	0	0
16	Provide all training per Appendix C-1 Scope of Work	Non-Software	0	0
17	Call Routing and Dial Plan	Written	0	6,040
	SubTotals	Total	$ 0	$ 26,040

	Table 2 Total			$ 26,040

Table 3: Cost of Bill of Materials (Core Network/Core VoIP)
Following is the cost of the Bill of materials (BoM) for the non-Optional components and licenses.

Table 3 Cost of Bill of Materials (Core Network/Core VoIP)

Description	Cost Core	Cost VOIP	Cost Total
Total Cost of all Materials and Licenses on the BoM (excluding Optional Items)	2,031,092	3,358,388	$5,389,480

Table 4: Cost of Bill of Materials (Optional)
The following table reflects the cost of the Bill of materials for the Optional components and licenses.

Table 4 Cost of Bill of Materials (Optional)

Description	Cost Core	Cost VOIP	Cost Total
Total Cost of all Optional Materials and Licenses on the BoM	201,378	361,542	$562,920

Table 5: Professional services (Optional)
The following table reflects the costs of Professional Services to be used for assisting the State in the installation of Hardware and Software at the rates identified in Table 7. These services shall be performed in response to a State request for installation services.

Table 5 Professional services (Optional)

Description	Cost Core	Cost VOIP	Cost Total
Total Cost of all Optional Materials and Licenses on the BoM	$ 175,000	$200,000	$375,000

Table 6: The following is a summary of the all the cost items
The following is a summary of all cost items located in Tables 1 through 5.

Table 6 Cost Summary

		Cost Core		Cost VOIP	
Description	Table	Services	Licenses / Equipment	Services	Licenses / Equipment
Installation Services (Core Network/Core VoIP)	Table 1	413,985		485,983	
Installation Services (Optional)	Table 2			26,040	
Equipment and Licenses from BoM (Core Network/Core VoIP)	Table 3		2,031,092		3,358,388
Equipment and Licenses from BoM (Optional)	Table 4		201,378		361,542
Professional Services	Table 5	175,000		200,000	
Sub Total		588,985	2,232,470	712,023	3,719,930
Sub Total			2,821,455		4,431,953
Grand Total					7,253,408

Note - The State may purchase any additional equipment or licenses at the pricing detailed in Exhibit P: Bill of Materials (BOM) for a period of 18 months after the Effective Date.

Table 7: Future Vendor Rates Worksheet
The following table reflects the cost of services should contract changes or installation services (see Table 5) become necessary.

Table 7: Proposed Position — Initial Contract Term Vendor Rates Worksheet

Position Title	Name	Hourly Rate
Total labor for all services less Optional services (F1 Total)		
Sr. Engineer 1	CCNA	$135.00
Sr. Engineer 2	CCNA	$135.00
Sr. Consultant 1	CCNA	$200.00
Sr. Consultant 2	CCNP	$200.00
Consultant 1	CCNP	$165.00
Consultant 2	CCVP	$165.00

Architect 1	CCIE	$250.00
Lead Technical Architect 1	CCIE	$250.00
Sr. Project Manager 1	PM1	$170.00
Sr. Project Manager 2	PM2	$170.00
Project Coordinator	PC1	$100.00
Total cost for all BoM items less Optional items (Should match the F-1 Total)		
Position Title		**Hourly Rate**
Total labor for optional services (F2 Total)		
Consultant	CCNP	$165.00
Sr. Consultant	CCNA	$200.00
Sr. Engineer	CCNA	$135.00
Lead Technical Architect	CCIE	$250.00
Sr. Project Manager	PM1	$170.00
Project Manager	PM3	$150.00
Lead Project Manager	PM4	$180.00

1.2 Pricing Availability

Pricing for the equipment and services in this contract will be held for a period of 18 months from the date of the Contract. During this period, ePlus shall accept additional purchase orders from the State for the equipment, licenses and SmartNet maintenance at the Unit Prices set forth in Exhibit P.

1.3 Equipment Payment Schedule

1.3.1 CORE Equipment: will start delivering to State as early as June 1, 2012. Equipment delivered will be net 30 days of such.

1.3.2 VOICE Equipment (installed by ePlus): will start delivering to State as early as June 1, 2012. Non-physical items that are to be installed by the State (Licensing and other items that do not need to be warehoused) once all of the equipment has been received and inspected by the state. Payment shall be made net 30 days of such.

1.3.3 VOICE Equipment (installed by State): will be held in ePlus warehouse and delivered as requested between June 1, 2012 and May 30, 2013. State will take delivery of all warehouse equipment by May 30, 2013. Equipment delivered will be invoiced at time of delivery, Net 30 days.

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **7,253,408** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ePlus for all fees and expenses, of whatever nature, incurred by ePlus in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

ePlus shall submit correct invoices to the State Contract Manager for all amounts to be paid by the State. The Contract Manager shall submit the invoices to the appropriate Project Manager for certification after which it shall be returned to the Contract Manager. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. ePlus shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Upon State Acceptance of Hardware as specified in the BOM and delivered to a State facility, the State will pay the correct and undisputed amount within thirty (30) days or submit a release to the Bank of America, permitting the release of the correct and undisputed amount from the Escrow Account to ePlus. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Rose Curry
State of New Hampshire
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

ePlus Technology, inc.
PO Box 404398
Atlanta, GA 30384-4398

5. OVERPAYMENTS TO ePlus

ePlus shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against ePlus' invoices with appropriate information attached.

7. CONTRACT SECURITY/PERFORMANCE BOND

ePlus shall furnish the State with a Performance Bond in an amount equal to $500,000 ten (10) business days of receipt of notice of intent to award a Contract. ePlus shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by ePlus in full force and effect until successful completion of the Warranty Period. ePlus or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders.

Payments shall not be due to ePlus until the Performance Bond is in place and approved by the State in writing. A licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire shall issue the Performance Bond. The Performance Bond shall contain the Contract number and dates of performance. ePlus shall extend the validity and enforcement of the Performance Bond for said periods if the State exercises an option to extend the Contract for any additional period(s).

The Performance Bond shall secure the performance of ePlus, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from ePlus' default in performance or liability caused by ePlus. The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against ePlus if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to ePlus' liability for any administrative costs and/or excess costs incurred by the State in obtaining similar Software, Deliverables, other products,

and Services to replace those terminated as a result of ePlus' default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require ePlus to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to Acceptance of the Performance Bond.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT C
SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. INSURANCE

Both parties agree to amend section 14.1.1 of the Contract 2012-069 Part 1 in order to show the amount of insurance is in agreement with ePlus' coverage currently in force for comprehensive general liability in the amount of $2,000,000.00 general aggregate and $1,000,000 for each occurrence and the excess/umbrella liability in the amount of $5,000,000.00 for each occurrence.

2. NOTICE-

Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

Notice

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO ePlus:
Steve Low
690 Canton Street, Suite 214
Westwood, MA 02090
Tel: 781-615-1314

TO State of New Hampshire:
Rosanne Curry
Department of Information Technology
27 Hazen Drive
Concord, NH 03301
Tel: (603) 223-5748

3. ACCOUNT NUMBER

The total contract amount is composed of the following account numbers and their corresponding contract subtotals, the sum of which make up the total contract amount.

Account Number	SubTotal
010-003-77030000 037-500171	$ 102,342
010-003-77030000 038-500177	$ 99,035
030-003-09790000 034-500099	$ 3,693,642
Escrow account governed by Exhibit Q	$ 3,358,388

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

ePlus Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Introductory Meeting:** Participants will include ePlus Key Project Staff and State Project leaders from both Department of Safety and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting:** Participants will include the State and ePlus Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings:** Participants will include, at the minimum, the ePlus Project Manager and the State Project Managers. These meetings will be conducted at least Weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from ePlus shall serve as the basis for discussion.

d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a Weekly basis, in accordance with the Contract.

e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

f. **Exit Meeting:** Participants will include Project leaders from ePlus and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects ePlus to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be ePlus' responsibility.

The ePlus Project Manager or ePlus Key Project Staff shall submit Weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ePlus' Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. ePlus shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, ePlus shall provide the State with information or reports regarding the Project. ePlus shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

ePlus shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, ePlus shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

ePlus shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

ePlus and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. ePlus and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. ePlus shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to ePlus' cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

ePlus shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and ePlus shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

Vendor understands that State employees work during regular hours and observe State Holidays. However it is understood that many of the Hardware and Software deployments must be made outside of normal business hours to minimize impact on State Systems. Therefore work outside of normal business hours must be coordinated and approved with the State Project Manager.

ePlus shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. ePlus shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

B. ePlus and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

C. The ePlus team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

E. ePlus shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

F. ePlus shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

G. ePlus shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Eplus will use:

1. MS Project for documentation of project progress and
2. A custom-designed portal to provide online project collaboration, all within a single project management framework, built by ePlus using Microsoft SharePoint technology. These features will include as a minimum:

- Dashboards
  - Access to key information
  - Project Tasks
  - Integrated Planning and Scheduling Tools
- Status Reports
  - Online Updates
  - Document Libraries
  - Single Repository for Project Resources

Budget Tracking

1.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.2 Change Management and Training

ePlus' change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

Plan Phase

During the Plan phase, the State's current network, staff, and processes are assessed and tested to determine to what degree they are able to support the proposed new technology solution.

During Planning Project Kickoff, ePlus will provide a resource or resources to manage the planning, design, and implementation phases of a deployment project. The plan includes developing and executing a project management program and managing information, resources, and change control.

During Systems Requirements Validation, ePlus will define the detailed business and technical requirements for lines of branches, sites, and end users impacted by the migration. ePlus will also compare the solution requirements with the bill of materials and high- level design.

There are three activities associated with the Systems Requirements Validation service component.

- Validation Preparation

- Collect and verify requirements
- Present systems requirements report

During Site Readiness Assessment, ePlus will prepare for the deployment with a comprehensive site assessment that evaluates the readiness of the State's current facilities infrastructure to support the new technology. ePlus will identify physical, environmental, and electrical modifications that should be considered prior to implementation.

There are three activities associated with the Site Readiness Assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis

During Network-Datacenter Readiness Assessment: ePlus will prepare for the solution deployment by assessing the readiness of State's existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications will include but are not limited to:

- Physical and logical configurations
- Overall solution capacity
- Quality of service (QoS) (see vendor Proposal Attachment 1 included with the Work Plan)
- Solution resiliency
- Security
- Directory Structure (see Vendor Proposal Attachment 1 included with the Work Plan)
- Integration with existing legacy platforms.

During NOS Readiness Assessment, ePlus will prepare for the solution deployment by assessing the readiness of the Active Directory environment. ePlus will also determine any modifications that should be made prior to implementation and develop a Network Operating System readiness assessment plan.

During Unified Communications Readiness Assessment: ePlus will prepare for the solution deployment by assessing the readiness of State's existing voice infrastructure and determining any modifications that should be made prior to implementation. The modifications will include but are not limited to:

- Physical and logical configurations
- Trunking capacity
- Quality of service (QoS) (see Vendor Proposal Attachment 1 included with the Work Plan)
- Solution resiliency
- Security
- Dial plan
- Voicemail network

During Operations Readiness Assessment, ePlus will prepare for the technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in the current operations and network management infrastructure for both voice and data to support the new

solution.

During Borderless Readiness Assessment: ePlus will prepare for the solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation.

During Service Assurance Assessment: ePlus will prepare for the solution deployment by assessing the current Cisco SmartNet licensing levels on the involved legacy components of the implementation and determine areas of gap which might introduce risk.

Design Phase

During the Design Phase, ePlus will develop a detailed design of the network system to meet the State's expectations, while identify potential implementation bottlenecks. Each technology involved in the solution will complete each of the steps in this phase. The steps are listed below.

During Detailed Design Development, ePlus will develop a comprehensive, implementation-ready, detailed design for the State's solution. ePlus will develop the designs during the physical design workshop, feature and functionality design workshop, system design workshop, device level design, and operations design.

During Migration Plan Development, ePlus will develop a step-by-step plan for migrating the technology component, which will include processes, schedules, budgets, and roles and responsibilities required to migrate all sites, lines of business, end users and network services. ePlus will also align the migration plan with the implementation plan.

During Staging Plan Development, ePlus will use the implementation plans to configure and test the implementation of the proposed solution in a controlled environment. ePlus will also provide a step-by-step plan detailing the installation and service commission requirements tasks to be staged in a controlled implementation environment emulating the State's network.

During Implementation Plan Development, ePlus will provide a site-specific implementation plan for the technology components and software. ePlus will also develop and document a network implementation plan, which includes a project timeline, project tasks and checklists, installation and commissioning tasks, and cut sheets based on the technology strategy document.

There are two activities associated with the Implementation Plan Development service component.

- Create a site specific network implementation plan
- Present network implementation plan

During Systems Acceptance Test Plan Development, ePlus will develop a test plan that can be used to verify that the solution meets your business and technical requirements and that the features and functionalities are working properly and are ready for migration into the production environment.

There are two activities associated with the Systems Acceptance Test Plan Development component.

- Acceptance test plan development – development of the acceptance test plan is to ensure that the solution performs according to the network ready for use and acceptance test plan
- Present Acceptance Test Plan – present the acceptance test plan to the State of approval

During Operations Plan Development, ePlus will identify the State's operational processes and procedures. ePlus will then develop an implementation-ready operations and network management plan, which will include operational processes and a process readiness test plan.

There are five activities associated with the operations plan development component.

- Review existing processes and flows
- Develop methods and procedures
- Develop a plan to implement operations
- Develop a test plan for operational procedures
- Present the operations plan

During the Staff Plan Development, ePlus will assess the skills and knowledge required to support the proposed solution, verify the State's feature and functional knowledge requirements, and perform a series of analyses to define the training and development requirements for each support role, including system operators, system administrators, executive administrators, and end users.

Implementation Phase

During the Implementation Phase ePlus will install the new technology into the State's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During Project Planning, ePlus will develop the project management, escalation, and communication plans, and conduct an internal kickoff meeting.

There are four activities associated with the project planning service component.

- Develop a project management plan
- Develop an escalation plan
- Develop a communication plan
- Conduct an internal kickoff meeting

During Implementation Project Kickoff, ePlus will conduct another kickoff meeting with the State and

all parties involved in the deployment of the overall system. At the meeting, ePlus will review and confirm implementation milestones, roles, and responsibilities using the project plan, as well as review the escalation and communication plans to ensure everyone is on the same page, and share the plan for leading the project to a successful completion.

During Staging, ePlus will use the staging plan to stage the hardware and software being installed in the State's network. ePlus will install and test the State's solution components in a non-production environment. After the successful completion of staging, the hardware is shipped to the customer site. There are five activities associated with the project planning service component.

- Confirming the order is complete
- POST test the equipment
- Document serial numbers
- Image software
- Load configurations

During Line Speed Testing, further described in Exhibit F, ePlus will deploy engineers to the customer sites. While using specialized network instruments and software, the engineers will test the sustainability to support 10GB connectivity. ePlus will then present the testing results to the State for sign-off.

During Phased Implementation Phase, ePlus will install, configure, and test the solution components, providing an implemented production ready solution, making it ready for the migration of the State's existing users and services, from the existing core infrastructure to the new solution.
There are two activities associated with the core product implementation service component.

- Install Core Routing components
- Provisioning for the upgrade tasks

During Network Upgrade, ePlus will configure, integrate, and test the solution components, making it a production solution, and connect the physical existing infrastructure to the new solution.
There are two activities associated with the core product implementation service component.

- Connect Core Routing components
- Connect Core Switch components
- Execute a failover test of the core solution
- Connect to the production network
- Upgrade and fit existing network elements
- Connect to Edge routing resources
- Connect to LMS Prime for monitoring and reporting
- Execute a second failover test of the Core, Distribution, Aggregation, and Edge solution.

Within the Network upgrade several key components of the project are completed. The first agency is cutover to VRF or isolated path routing, with that being said a lengthy test plan execution is involved. ePlus makes note of this to draw attention to the fact that after-hours access to various agency locations will be required.

Also within this Phase the "UC Domain" is built and integrated into the production environment. Due to the page limit on this section of our response we have included the details of this important subject within the work plan (Vendor Proposal Attachment 1).

During the Upgrade and Conversion to UC, ePlus will install, configure, integrate, and test the UC call processing components, providing an implemented production ready solution per site, making it ready for the migration of your existing users and services, from the State's existing infrastructure to the new Unified Communications solution.

Also within this service activity ePlus will Install, configure, and integrate the following on a per site basis.

- Cisco Unity Connection
- Cisco Unified Contact Center
- Cisco Unified Emergency Responder
- Cisco Unified Presence Server
- Cisco Meeting Place Conferencing
- PSTN , DSP, and SIP Gateways
- Cisco Unified Provisioning Manager
- Cisco Unified Operations Manager
- Cisco Unified Statistics Monitor
- Cisco Unified Service Monitor and Monitor Probes

During Cluster 1,2,3, and 4 Moves, ePlus will migrate the voice system from the legacy Communications Manager users to the new Unified Communications system, according to the migration plan. The moves are staggered at different locations and times to help ease the transition and reduce risk. ePlus will provide support on the day of cutover to the customer's help desk staff, receptionists, executive assistants, and those who will most frequently be using and supporting the system.

Operations Phase

During the Operations Phase, ePlus will justify customer network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. ePlus will set up the State to provide operational support to the new solution, including development of an operational support plan and an Ongoing Support Handoff Kit. Our Project Team will assist the State in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

During End-User Training, ePlus will prepare and conduct end-user training. ePlus will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to State's use policy.

During Acceptance Testing, ePlus will verify the execution of the systems acceptance test plan, including a series of trials to check that all of the promised features, functionalities, and applications are working

properly. ePlus will also verify that the entire solution meets the business and technical requirements and is ready for production.

There are three activities associated with the acceptance testing service component.

- Prepare for acceptance testing
- Manual acceptance testing
- Automated acceptance testing

During the Post Implementation Support Handoff meeting, ePlus will conduct a meeting to discuss the States' ongoing support entitlements. ePlus will ensure that the State thoroughly understands what they can do if incidents or problems occur and how to address them.

There are five activities associated with the post implementation support handoff meeting service component.

- Prepare for handoff meeting
- Handoff meeting for support exclusively provided by ePlus
- SMARTnet handoff meeting
- Verify the State understands operational processes and responsibilities

During Staff Training, ePlus will manage and execute the staff plan for system operators, system administrators, executive administrators, and end users. Training may include instructor-led training classes in a hands-on lab, custom workshops, mentoring, e-learning, and materials for self-paced study as outlined in the Operations Plan.

During Project Close Out, ePlus will conduct customer satisfaction surveys to determine how the implementation went from the State's perspective, as well as the profitability of the implementation engagement. ePlus will also hold a lessons learned meeting to identify things that may not have gone well and discuss potential improvements.

There are four activities associated with the project close out service component.

- Obtain customer satisfaction
- Determine engagement profitability
- Conduct a lessons learned meeting
- Update Cisco/ePlus knowledge systems

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

ePlus shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. ePlus shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

ePlus shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

ePlus shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. ePlus shall also provide training as necessary to the State staff responsible for test activities. ePlus shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, ePlus shall provide written mechanisms for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. ePlus shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

ePlus shall provide the State with an overall Test Plan that will guide all testing. The ePlus provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon ePlus' Project Manager's Certification, in writing, that ePlus' own staff has successfully executed all prerequisite ePlus testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from ePlus that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from ePlus' development environment. ePlus must assist the State with testing in accordance with the

Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software and Hardware configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

2. TESTING PROCEDURES

Failover and Line Speed Testing

For Failover and Line Speed Testing, ePlus engineers will be utilizing tools from Ixia (for throughput testing and failover) and Fluke Networks for (line speed and certification testing).

Line Speed Testing

Ixia's products will focus upon the testing and validation of the network core and application delivery. While utilizing the Ixia products the state will receive verification of campus network LAN and WAN, including Internet scales at 10G and 1G line speeds. The testing will provide assurances that core, distribution, access, and services edge equipment is functioning as expected through end-to-end test automation with advanced traffic generation and analysis tools.

ePlus engineers will also use Fluke DTX-1800 analyzers for line speed and cert testing. Until now, testers have been designed to meet accuracy Level III. The more demanding accuracy Level IV specification has been proposed in ISO/IEC (international standards) to test Class F links to 600 MHz. DTX testers exceed this new specification providing higher confidence in results over the full frequency range.

Network Failover Testing

The definition of failover for the purposes of this engagement is the capability to automatically switch over to a redundant or standby network path during a failure or abnormal termination of a network. In practical terms, failover happens without human intervention and generally without warning. The definition of failback is the process of restoring a network in the failover state back to its original state.

Within the proposed design, failover will also produce a condition of convergence. Convergence occurs when a failure or abnormal event causes the network to move traffic from a primary path to a backup path. The proposed network transports IP networks using addressing for each segment of the network. Route convergence is complete when all of the routes addresses are updated and traffic to the affected routes has switched from the primary to secondary (failover) path. Network components such as routers and switches typically implement failover capability

via protocols or protocol extensions. Networks carry critical data and require continuous availability and a high degree of reliability.

Layer 3 routing protocols such as RIP, OSPF, ISIS, and BGP provide the capability to re-route IP traffic if a network or link goes down. Layer 2 protocols such as STP/RSTP/MSTP and LDP/RSVP-TE provide traffic re-direction mechanisms if there is a link failure. Due to increased and more complex traffic demands, the State's new convergence times must be faster than current convergence times.

The Ixia testing during failover provides:

- Timestamp for every packet
- Timestamp the first packet in and last packet out on a port, per-flow
- Capture protocol event timestamps
- Capture link event timestamps
- Monitor Rx rate and timestamp when set thresholds are crossed
- Monitor Rx Rate and timestamp when set thresholds are crossed

Time-stamping the packet types listed above allows Ixia testing to monitor two critical measurements:

- Route convergence time – from a triggering control plane event (such as an OSPF route withdraw) to the resulting data plane switch from the primary to secondary path.
- Service interruption time V the time delta from the throughput dropped below and restored above user defined threshold on the same RX path.

Unified Communications Testing

ePlus or ePlus subcontractor shall provide definitive testing on the Unified Communications migration and deployment.

ePlus or ePlus subcontractor takes control of individual phones, and will automatically run each phone through a battery of tests that mimic the everyday use of State users. In doing so, ePlus or ePlus subcontractor will test all call paths, network components, gateways, configurations, and even the phone itself.

ePlus or ePlus subcontractor will also provide testing through its normal test for SRST sites and will utilize Remote Phone Control. At times, it is not possible for support staff to completely assess a user's problem without accessing the phone itself. The Remote Phone Control (aka Remote Hands) will enable first hand observation of user issues including troubleshooting and verifying fixes remotely, all without the need to involve the end user.

Due to the complex nature of Contact Center, Presence, and Emergency Responder applications, manual testing of the call flows agent/supervisor, CUPC with dialing interactions will be conducted by ePlus, but with the same level and format of accuracy as the ePlus or ePlus

subcontractor automated testing. While the software will test 911 dialing, ePlus will monitor Emergency Response mapping manually from the CER application itself.

Testing Methodology
The technologies offered in this proposal range from WAN/LAN extension, Internet access, voice, video, and datacenter. Since these services all reside on the same network and consume a portion of the shared bandwidth, they must be qualified at the same time. These types of traffic have very different requirements, and each stress the network in a unique manner. With the State's new converged network, service availability is absolutely critical. As mission-critical applications are converged onto a single infrastructure, network fault-tolerance and resiliency become increasingly important. In short, high-availability of the State's converged network should be seen as a prerequisite.

Traditional test sets are usually focused on stressing one piece of the network at a time, by testing each service type separately. These types of tests would not be adequate coverage for networks, therefore ePlus is recommending tests of differentiated services existing side-by-side on the network that must be tested simultaneously and at times of failback and failover.

ePlus intends to verify differentiated services, with tests that generate network and voice transactions in the same format (VLAN, MPLS, RTP, IP) used by the network architecture for each service type. Testing the priority given to service and/or type of service for each transaction must be specified based on the order of priority given by the State particularly during failover.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify ePlus of the nature of the testing failure in writing. ePlus will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b.) ePlus shall notify the State no later than <five (5) business days> from the ePlus' receipt of written notice of the test failure when ePlus expects the corrections to be completed and ready for retesting by the State. ePlus will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by ePlus based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) ePlus will be expected to:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) ePlus will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, ePlus will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, ePlus will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a

	computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production ePlus shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

1. SYSTEM MAINTENANCE

System maintenance, beyond the Initial System Warranty shall be provided by the State.

Detailed Requirements and ePlus responses to RFP Exhibit C: Requirements.

Table H-! General System Requirements -Vendor Response Checklist from ePlus RFP Response

General Requirements – The following requirements correspond to a listing of general requirements which come from RFP 2012-069 Section C-1.

REQ #	DESCRIPTION	Mandatory (M) / Optional (O)	Yes (Y)/No (N)
	GENERAL REQUIREMENTS		
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y
G-2	Vendor shall provide Project Staff as specified in the RFP and as necessary to complete the project in the timeline submitted.	M	Y
G-3	Vendor shall submit a finalized Work Plan (which should be substantially similar to the one that is provided in response to this RFP) within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every week and provided at weekly meetings. The work plan must include all items mentioned in the RFP for configuration, installation, proof of concepts (POC – Contract Exhibit H:VII) and training.	M	Y
G-4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include billing summary incurred year to date.	M	Y
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation and provided to the State in a Word document format.	M	Y
G-6	Pricing of the work to be accomplished is to be broken out into skill levels of work in chart provided in Appendix E section 2. The state may make the decision to perform some of the tasks as part of the project. Skill levels include the following four	M	Y

	categories: 1 Rack, stack, burn in and cabling 2 Configuration and professional services 3 Design of configurations 4 Training		
G-7	It is the state of New Hampshire's expectation that the previous classes of work would be performed by Cisco certified personal. The following 3 entries are a listing of those certifications which ePlus must provide:		Y
G-7A	1 Rack, stack, burn in and cabling - no Cisco cert required, industry experience is necessary	M	Y
G-7B	2 Configuration – appropriate CCNA level certification required. For voice equipment CCNA voice or CCVP, for route switch CCNA, wireless CCNA wireless.	M	Y
G-7C	3 Design of configuration – appropriate CCIE level certification, for routers and switches CCIE Route Switch, for voice CCIE Voice.	M	Y
G-8	Plan to establish a VoIP domain - A new redundant Microsoft Active Directory Domain must be established. The new Domain will need to be integrated into the newly provisioned network and linked to the current Domain infrastructure. The State will be providing the hardware and software license for this.	M	Y
G-9	ePlus understands that the State currently operates 26 separate domains. A plan to provide connectivity in the form of trusts, account synchronization and user information update capability must be provided prior to the planned rollout of the VoIP solution.	M	Y
G-10	All equipment in the BoM shall be delivered to the state of New Hampshire, tested and registered with Cisco by ePlus on behalf of the State of New Hampshire prior to acceptance by the State.	M	Y
G-11	Test Plan – MPLS 10GB. This requirement will be a certification by ePlus that the MPLS ring is functioning at the required 10GB once the build is completed. Fiber has been tested for throughput by the State in advance of this requirement to assure us that the fiber is adequate to meet this requirement. The 10GB certification must be provided by ePlus to the State prior to acceptance by the State.	M	Y
G-12	Test Plan – Failover. The State requires that ePlus test	M	Y

	the MPLS ring for failover. A plan and the execution and certification that the failover operated as required is to be provided by ePlus prior to acceptance by the State.		
G-13	Quality of Service (QoS) must be implemented on all core and VoIP infrastructure as required. A design and plan must be submitted to the State and approved prior to the planned rollout of the VoIP solution.	M	Y
G-14	Multiple copies must be provided by ePlus as needed for all training materials used by ePlus for training sessions contained in the POC. These materials should include but are not limited to PowerPoint presentations, instruction manuals, classroom handouts and quick reference cards.	M	Y
G-15	ePlus must provide a proposed timeline for the completion of the entire project starting from the earliest date that ePlus would be available. This timeline is a part of the RFP response and should include major milestones.	M	Y
G-16	An Optional list of services should be included in the proposal for items that may be desired by the individual agencies. These items should include but not be limited to configuring contact center, purchasing and configuring WebEx and purchasing and configuring Berbee paging. The costs for these items should be licensing and services costs and should be broken down on a per user basis. This is a part of the RFP response. These services are listed for pricing in the attached *Optional Services Pricing Matrix.xlsx*	M	Y
G-17	ePlus understands that ePlus is responsible for the completion of the dial plan and call routing (see Appendix A-3.2.3 Dial Plan and Call Routing) for the entire statewide system. Documentation for the dial plan and call routing shall be submitted to the state for approval prior to implementation work on the VoIP rollout portion of the project begins.	M	Y
G-18	ePlus understands and accepts that the State of New Hampshire requires Cisco Emergency Responder be deployed for all potential phone ports and agrees to provide this service for all stations deployed in their part of this effort. The DIDs utilized in emergency responder will be designated for 911 purposes only and are required to	M	Y

	be registered with the State of New Hampshire Emergency Services 911 Division with proper location identification specific to the emergency routing locations. This requirement must be completed by ePlus prior to acceptance by the State.		
G-19	ePlus agrees and understands that call control is going to be centralized on a single distributed cluster. Existing hardware that supports the existing clusters will be decommissioned, integrated or repurposed depending on the age of the hardware and the advantages the State can gain from leveraging its existing investment.	G-19	Y
G-20	ePlus accepts the requirement to perform all work as outlined in the Scope of Work below.	G-20	Y
G-21	ePlus accepts the requirement to perform all Proof of Concept work as outlined below	G-21	Y
	Certification Requirements		
C-1	Must possess the certifications required in Appendix B, B-4 for each of the certifications indicated.	M	Y
C-2	Cisco Gold Certified Partner	M	Y
C-3	Cisco Advanced Unified Communications Partner	M	Y
C-4	Advanced Data Center Network Infrastructure	M	Y
C-5	Tandberg Migration Advanced	M	Y
C-6	Cisco Authorized Technology Partner (ATP) – Cisco TelePresence	M	Y
C-7	Cisco Authorized Unified Meetingplace Partner	O	Y
C-8	Cisco Managed Services Master Partner	O	Y
C-9	Cisco Master Unified Communications Certification	O	Y
C-10	CCNA for route and switch	M	Y
C-11	CCNA for wireless	M	Y
C-12	CCNA/CCVP for voice	M	Y
C-13	Appropriate levels of CCIE for route, switch and voice.	M	Y
C-14	Microsoft Certified Solution Provider	M	Y
C-15	Microsoft Certified IT Professional (MCITP)	M	Y
C-16	Microsoft Exchange Server 2010 – Microsoft Certified Technology Specialist (MCTS)	M	Y

Table H-2 Detailed Technical Requirements -Vendor Response Checklist from ePlus RFP Response

Detailed Technical Requirements – The following requirements correspond to a detailed listing of requirements which come from RFP 2012-069 Section C-1 and are further detailed following this Table H-2. These items further correspond to a list of equipment detailed in the Bill of Material (BoM) included

as Contract Exhibit P. An affirmative response (Y) indicates that ePlus is able to procure the equipment detailed in Contract Exhibit P_BOM and install it according to the requirements listed in RFP Section C.

REQ #	DESCRIPTION	Mandatory (M) / Optional	Yes /No
	DETAILED TECHNICAL REQUIREMENTS		
I	**Network upgrade for unified communications and future applications**		
A	Network upgrade	M	Y
1	Access Layer	M	Y
2	Datacenter	M	Y
4	Core Layer	M	Y
5	Remote Sites	M	Y
II	**Network upgrade for unified communications and future applications**		
A	Upgraded Call routing	M	Y
1	Dial Plan	M	Y
2	Emergency Services	M	Y
3	Gateways	M	Y
B	Upgraded Call Control	M	Y
1	Call Processing	M	Y
2	ESXI Virtual Server Layout	M	Y
3	Directory Integration	M	Y
4	Media Resources	M	Y
5	Endpoints	M	Y
C	Upgraded Applications and Services	M	Y
1	Voice Messaging	M	Y
2	Conferencing	M	Y
3	Mobile Communications	M	Y
4	Contact Center	M	Y
III	**Unified communications network management**		
A	Cisco Suite of Network Management Products	M	Y
B	Hardware	M	Y
C	Deployment	M	Y
IV	**Central Network Services**		
A	Critical Network Services	M	Y
V	**Bill of Materials – IP Voice Equipment**		
A	CONF-AUDIO-1: Meetingplace Audio Software	M	Y
B	CONF-AUDIO-2: Hardware server Meetingplace	M	Y

	Audio		
C	CONF-AUDIO-3: Hardware server Meetingplace Audio	M	Y
D	ASA-UC-1: UC VPN Server	M	Y
E	GW-DSP-3945-1	M	Y
F	GW-PRI-3945-1	M	Y
G	GW-SIP-3945-1	M	Y
H	UC-SRV-1	M	Y
I	UC-SRV-3	M	Y
J	ASA-UC-2	M	Y
K	GW-DSP-3945-2	M	Y
L	GW-PRI-3945-2	M	Y
M	GW-SIP-3945-2	M	Y
N	UC-SRV-4	M	Y
O	UC-SRV-6	M	Y
P	GW-PRI-3945-3	M	Y
Q	GW-SIP-3945-3	M	Y
R	UC-SRV-7	M	Y
S	Remote-2-4	M	Y
T	Remote-5-8	M	Y
U	REMOTE-9-24-1	M	Y
V	Remote-9-24-2	M	Y
W	Remote-24-48-1	M	Y
X	Remote-24-48-2	M	Y
Y	Remote-24-48-3	M	Y
Z	Remote-49-300-1	M	Y
AA	CUWL-LIC-1	M	Y
BB	ER-LIC-1	M	Y
CC	MGT-SVR-1	M	Y
DD	UC-SRV-8 (State of NH Provided C-200)	M	Y
EE	MGMT-SW-1	M	Y
FF	UC-MGMT-SW-2	M	Y
GG	VIDEO-MCU-1	M	Y
HH	VIDEO-MGT-1	M	Y
II	VIDEO-MGT-2	M	Y
JJ	VIDEO-MGT-3	M	Y
KK	UC-SRV-2	M	Y
LL	UC-SRV-5	M	Y
MM	UC-Probe-1	M	Y
VI	**Bill of Materials – Core Network Equipment**		
A	ASR-9K-SB	M	Y
B	SUP-720-SB-1 & SUP-720-SB-2	M	Y

			Y
C	ASA-5585-SB	M	Y
D	ASR-1K-SB	M	Y
E	ASR-9K-HZN-1	M	Y
F	ASR-9K-HZN-2	M	Y
G	WLAN-5508-HZN-1	M	Y
H	WLAN-5508-HZN-2	M	Y
I	WLAN-5508-HZN-3	M	Y
J	WLAN-MGMT-HZN	M	Y
K	NEXUS-7K-HZN-1	M	Y
L	NEXUS-7K-HZN-2	M	Y
M	NEXUS 2K-HZN-1	M	Y
N	VS-6509E-HZN-DS	M	Y
O	ASA-5585-HZN-1	M	Y
P	ASR-1K-HZN-1	M	Y
Q	SUP-720ANX-1 and SUP-720-ANX-2	M	Y
R	NEXUS-7K-APS-1	M	Y
S	NEXUS 2K-APS-1	M	Y
T	ASR-9K-BR	M	Y
U	WLAN-ISE-GUEST	M	Y
V	CAT-3k-HZN-1, CAT-3k-HZN-2	M	Y
W	LAN-MGMT-SW-1	M	Y
VII	Proof of Concept		
A	Core Network Project	M	Y
B	Data Center Core Project	M	Y
C	Voice	M	Y

The following sections I through VII correspond and further detail sections I through VII in Table H-2 above

I Core Network upgrade for unified communications and future applications

The State of New Hampshire network supports many different agencies each with different network security policies and requirements. The State of New Hampshire wishes to offer its agencies network path isolation to the station port regardless of the geographic location of the agency's facility or its workers.

Each state agency will represent a partition that will be logically isolated from the other agencies on the new core network. The partition must provide the same services that are available in the current dedicated respective agency networks. Each partition's end user experience should be as if connected to a dedicated network providing privacy, security, an independent set of policies, service level, and routing decisions. Agency users belonging to the same logical partitions will need to be able to communicate with each other and to share dedicated network resources such as Communications Manager, Video, and Wireless.

In general direct inter-communication between partitions will be prohibited. To allow ease of communications between agencies their isolated partitions will be connected to a general state partition. This partition will serve the purpose of allowing traffic to flow between agencies and the centralized services. If an agency requests that some of their networks and or services are not to be advertised beyond their barriers then policies and filters are to be applied at this connection point. If the agency selects to be completely isolated and requests secured connectivity to other state agencies they will be then connected to the firewall instead of directly to the state backbone. These connections will be done in software using VRFs and Import & Export of specific routes.

To accommodate the centralization of services in the State while preserving network boundaries between agencies the State of New Hampshire Department of Information Technology (DoIT) will be deploying a Multi-protocol Label Switched (MPLS) network. MPLS allows traffic from agencies and some services to co-exist on the core network without direct communication. This provides an architecture that will allow agencies access to services that they require while providing a layer of security for agencies that have to meet Federal or Private Sector standards, i.e. Payment Card Industry (PCI), Health Information Portability Accountability Act (HIPAA) and Criminal Justice Information Services Audits to name a few.

A Core Network Upgrade

1 Access-Layer

a. Users residing at primary Concord campus locations will be connected to an 802.3af or 802.3at enabled access switch. The Access-layer switches may/may not (depending on port density required for the area) be stacked together in and uplinked to a core router port or distribution switch, then to a core router port. There are multiple agencies located at the 27 & 29 Hazen Drive locations (same physical building), services will be delivered to the core router through either VLANs to the VRF on the core router or extend the VRF to the 6500 Distribution switch; Bypassing the Core-Layer router will not be permitted. Similar agencies in and around the Concord campus will follow the same architecture as mentioned above. The downtown Annex location will connect to the Pleasant street core router and the NHES facility to the router at Hazen drive.

2 Datacenter

a. The State datacenters will be refreshed under this project as indicated in the scope of work and BoM. Due to the changes in the core of the network there will be a physical separation of the core network and the datacenter network. This physical separation provides for better logical management of the network and helps control the traffic in and out of the datacenter. Another benefit of the separation of the datacenter and core allows for more tolerant service periods,

core network service should have minimal impact on the datacenter operations and vice-a-versa.

b. The core datacenter network will be divided into but not limited to the following logical separations:

1 Administration

2 Production

3 DMZ (De-militarized Zone) for internet accessible servers

4 Test

These logical separations will provide for better management of traffic, access and maintenance of the critical networks in the datacenter.

c. Administration network

1 The "Administration" logical partition is a new network that will originate in the datacenter and will be for the management of the equipment that resides in the datacenter, and will be extended beyond the datacenter using an MPLS VPN to the core routers, edge routers, distribution switches and edge switches. All network management traffic should traverse the administration network. No production traffic or servers should be permitted on the administration network. Only persons or systems with the purpose of managing the network should be allowed on the administration network.

d. Production network

1 The "Production" logical partition is meant for production Datacenter servers and applications. There may be more than one virtual network in this definition depending on the application, servers and access requirements. The production network may be spread beyond the physical Datacenter location at 27 Hazen to allow for geographic redundancy of applications. The production partition or partitions will have MPLS VPN's defined in the core and access to and from allowed based on agency requirements. Administration traffic should not be present on this network nor should there be any end client devices connected to this network. End client networks should maintain connections into their respective agency via the core router closest to them.

e. De-militarized Zone (DMZ) Network

1 This logical layer services the entire internet facing hosts and applications. This network is separated from the rest of the state users via a Firewall and Firewall policies. This network should not maintain any direct connections to any of the other state partitions. The DMZ Network will have an MPLS VPN defined on the core to allow geographic redundancy of the applications.

f Test network

1 The "Test" partition is a network that may be defined for testing new applications, network protocols, equipment, etc. The structure of "Test" should be a controlled environment with strict access to and from. The capacity of this network is to provide a safe place for the DoIT personnel to test new applications, changes etc. without impacting to the state production environment.

g Physical and logical hardware for the Datacenter

1 The core of the datacenter network will be a pair of Cisco Nexus 7010 Ethernet Switches located at 27 Hazen Drive. Theses switches have the capabilities to build 4 Virtual switches or VDCs inside the physical switch. Connections from each of the VDC's will be to the core ASR 9006s located at the same site. Traffic routed to and from each VDC will have to go through the core router. Traffic to and from the DMZ network will have to go through a Firewall first then to the core network. Connections to the Servers in the Datacenter VDC network will be via Cisco Nexus 2248 Fabric extender switches. These switches will provide the Top of Rack (TOR) or End of Row (EOR) switching required for a well-planned datacenter. The NEXUS 2248 switches provide 1 GB Server connections; 10GB Server connections should terminate on the existing Nexus 5010s or directly on the NEXUS 7010.

2 The Nexus 7010 will have a selection of 1GB and 10GB network cards to provide access to the Nexus 2248 and to servers as well as the uplinks to the core ASR 9006.

3 The Nexus 2248's and the existing Nexus 5010's should be interconnected to each of the Nexus 7010's in the datacenter using VPC.

4 At 27 Hazen drive the VS-6509E-HZN-DS Cisco 6500 Switch will be installed as a distribution switch for the 27 & 29 Hazen drive buildings. MPLS will be configured on the 6509-E chassis to allow VRF's for the

various agencies at this location including but not limited to, DoIT, DES and DHHS.

5 The existing empty 6509-E Chassis will have new Supervisors (10GB) and will be deployed at the Annex Building (25 Capitol St.) as the distribution switch for down town Concord. This will replace the existing 6509 at the Annex Building, the current line modules will need to be moved to the new 6509-E chassis. MPLS will be configured on the 6509-E to allow VRF;s to appear for the attached downtown concord agencies that will be connected to this MPLS Distribution Node. .

3 Core-Layer

a The core network layer will be operated out of but not limited to three locations. The three locations have been selected for proximity to available services, people and the importance of the locations in the current State physical locations.

1 27 Hazen Drive: 27 Hazen Drive has a single fiber entrance, but will contain two of the core network router nodes

2 110 Smokey Bear Blvd: This location is the State's IPOC and due to its importance during state wide disasters, this becomes a critical node on the core network.

3 129 Pleasant St Concord - Secondary NH DESC location with disparate connection to the PSTN.

b Core Routers:

1 Each of the core routers will contain 1GB and 10GB network connections, 10GB will be used to interconnect the 3 locations. Each building / Agency at the campus level will connect to the core router using either 1GB or 10GB connection. Daisy chaining agencies will not be permitted; for example agency "A" building contains two agencies, agency "A" and agency "B". "A" has a connection to the core router agency "B" must have its own connection to the core router either physical or virtual.

2 Core routers will be configured with MPLS L3 VPNs for each agency that touches that router. Other services may have L3 VPNs defined, for instance, VoIP and Datacenter access. A matrix of agencies and services will be furnished upon request to understand what agencies will need access to what services and what inter-agency traffic will need to be

defined. In general direct agency-to-agency traffic will not be permitted with a direct connection.

This does not exclude the use of L2 based VPNs on the core, some may be required to provide application connectivity between locations. These L2 VPNs will be built on a case-by-case basis.

c Physical And Logical Hardware For The Core-Layer

I Core routers will be built out of Cisco ASR 9000 Series, and 9006 Chassis with Ethernet Service line modules. The modules with these components are to be a mix of 1GB, 10GB, Low Queue and Medium Queue line cards. The card selection will depend on the location and requirements at that location. Low Queue cards are to be used for transport cards between sites and not attaching agencies or services to the core.

4 Remote Sites

a The remote sites will be receiving new Integrated Service Routers (ISR) as part of the statewide Unified Communications upgrade and conversion. The State's recommendation to remote sites is that the ISR be connected back to the state core network at two locations to provide multiple paths to the core voice services. The recommended Wide Area Network (WAN) service is an Ethernet based service that provides for the states Core MPLS network to be extended over the service providers Ethernet service. The ISR routers will run a minimum of 3 MPLS VPN instances, one for the agencies data, one for voice and one for the administration network. If there are multiple agencies at a single location then a second data VPN may be required.

b ISR selection is primarily based on Unified Communication support capacity:

c Each router will be fitted and provisioned to provide PSTN connectivity for 911 and site survivability. The size and type will be determined on a location-by-location basis. Features on the router that are required to be provisioned are the following but not limited to:

1 Digital Signal Processing (DSP) (where available PVDM3)

2 Any Transport over MPLS (ATOM)

3 Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

4 Trusted Relay Point (TRP)

5 Media Termination point (MTP)

6 Survivable Remote Site Telephony (SRST)

7 IP Service Level Agreements (IPSLA)

8 Foreign Exchange Office (FXO)

9 Foreign Exchange Station (FXS)

10 Quality of Service (QOS)

11 Open Shortest Path First (OSPF)

12 Resource Reservation protocol (RSVP)

13 Multiprotocol BGP (MBGP)

II Core VoIP Upgrade and Conversion to Unified Communications

A Upgraded Call Routing

1 Dial Plan

a The State is proposing a new statewide dial plan. This plan is to be a 5 digit intra-agency, 7 digit inter-agency, with 8+7 for Local and X+11 for LD. This is not a fixed plan, if ePlus has a better idea or plan; the State is willing to listen to options. EPlus will be responsible for producing a statewide dialing plan that includes call routing to minimize toll charges based on PRI locations and also to route E9-1-1 calls using the digits 911. EPlus will be responsible for preserving all of the existing VoIP extensions when developing this dialing plan. See deliverables.

2 Emergency Services

a The State of New Hampshire requires Cisco Emergency Responder be deployed for all potential phone ports. The DIDs utilized in emergency responder will be designated for 911 purposes only and are required to be registered with the

State of New Hampshire Emergency Services 911 Division with proper location identification specific to the emergency routing locations. In no instance should the DID for the phone be used as the outbound number for 911 purposes. Each facility will need to be planned for a Proper Emergency Response Location, and Emergency Response Location Identifier. The Ethernet switches and SRST routers will need to be provisioned to provide the correct ANI and ALI information of the site during A 911 Call. Notification for local building security personal will need to be set up in a fashion that local building safety and security personal are notified that an Emergency Services 911 call has been placed. EPlus is responsible for coordinating testing with 911 and must receive a sign-off from 911 that emergency responder is functioning correctly for all locations.

3 Gateways

a Central Gateways: There will be 2 types of central gateways deployed, TIME Division Multiplex (TDM) and Session Initiated Protocol (SIP)

b TDM: Cisco ISR G2 3945 Routers will be deployed with 10 PRI interfaces. There will be 3 of these style routers deployed with one being deployed at each of the core voice locations, 27 Hazen Drive, 110 Smokey Bear Blvd and 129 Pleasant Street (Brown Building)

c SIP: Three Cisco ISR G2 3945 Routers will be deployed as Cisco Unified Border Elements (CUBE). These gateways will be deployed with the above TDM gateways in the same locations.

d Remote Sites: Each remote location of greater than two IP Phones will have a Survivable Remote Site Telephony (SRST) enabled gateway router. These gateways will contain a mix of FXO or PRI interfaces depending on the size of the site. Each gateway will be configured to support local calling if required by the dial plan, especially in case of a WAN disruption.

B Upgraded Call Control

Call control is going to be centralized on a single distributed cluster. Existing hardware that supports the existing clusters will be decommissioned, integrated or repurposed depending on the age of the hardware and the advantages the State can gain from leveraging its existing investment.

1 Call Processing

a Unified Communications Manager 8.5 will provide centralized call control for the State wide deployment. Cisco Unified Computing System C-210

Series servers will be the hardware that the Call control application resides on. This will reside in a virtual environment under VMware ESXi 4.1., Along with the other supported Cisco Unified Communications applications. Core Call processing will be a single cluster with nodes at four physical locations. Call processing services will be at 110 Smokey Bear Blvd, 27 Hazen Drive, 129 Pleasant Street and 50 Communications Drive, Laconia 911 facility. This design will provide for different power sources and physical buildings in which the system can survive if there is an outage in the network.

b Call processing will be scaled to support up to 15,000 VoIP devices in an N+1 redundancy model. There will be six appliances capable of supporting the call processing load spread across the 4 locations. These appliances will be Cisco UCS C-210 M2 VCD2 Servers. There is a pair of existing C-200-M2 servers currently located at 109 Pleasant Street, one will be re-deployed to 129 (Brown Building) to host the call processing. The other will be used for UC Application support.

c Call Admission Control for the Wide area network will be supported by Resource Reservation Protocol (RSVP) EPlus Must provide an implementation plan for the wan sites to be migrated, that includes configuring RSVP at the remote, distribution, and core routers.

2 ESXI Virtual Server Layout

The following is a proposed location of physical servers and proposed configuration of virtual servers and Cisco applications by the State of New Hampshire. The goal of this design is to provide a geo-diverse redundant architecture for the statewide VoIP system that will be capable of handling 15,000 devices. EPlus may, at its discretion, submit an alternate proposal for the location of the servers, the total number of servers or the configuration and installation of Cisco applications. This proposal should be in addition to submitting a full proposal and cost for the system as outlined below and in the BoM.

a Nine Virtual Servers will be used in the Concord locations; these servers will house various UC applications. The proposed design is as follows:

1 UC Server 1 - 110 Smokey Bear Blvd: UCM Publisher, UCM Subscriber 1, Emergency Responder 1, Contact Center Express – 1

2 UC Server 2 – 110 Smokey Bear Blvd: Unity Connection 2 (15,000 VMail box profile)

3 UC Server 3 – 110 Smokey Bear Blvd: UCM Subscriber 2, Presence Server 1, TFTP Server 1

4 UC Server 4 – 27 Hazen Drive: UCCX 2, Emergency Responder 2, UCM Subscriber 3, TFTP 2

5 UC Server 5 – 50 Communications Drive Laconia: Unity Connection 2

6 UC Server 6 – 27 Hazen Drive: Presence Server 2, UCM Subscriber 4, UCCX – 3

7 UC Server 7 – 50 Communications Drive Laconia: UCCX – 4, UCM Subscriber 5, UCM Subscriber 6

8 UC Server 8 – 129 Pleasant St: UCM Subscriber 7

9 UC Server 9 – 110 Smokey Bear Blvd: UC Provisioning Manager, UC Operations Manager, UC Service Monitor, Statistics Manager

3 Directory Integration

a Active Directory: A new Microsoft Active Directory system will be established. The new cluster will need to be integrated into the newly provisioned network. Hardware and software to be provided by the State.

b Existing Unified communications manager, voicemail and contact center express deployments when migrated to the new cluster will need to be integrated to the central voice AD system.

4 Media Resources

a Two Cisco 3945 Routers with DSPs will be used as a central media resource farm. This will provide Media Termination Point resources, Transcoding resources, Ad-Hoc video conferencing, and Trusted Relay Point (TRP)

services. TRP will be used to connect applications requiring access from the data network of the agencies to the voice network. The primary application will be Cisco Unified Personal communicator. The soft client is being deployed. One of the 3945's will be deployed at 110 Smokey Bear Blvd the second at 27 Hazen Drive.

5 **Endpoints**

a IP Phone Endpoints: A variety of endpoints will be part of the deployment. Along with the new endpoints of IP Phone 6945, 8945, and 9951, the State has deployed, 794X, 796x, 791X series phones as well.

b Soft client: Cisco Unified Personal Communicator 8.5 (PC) will be deployed to designated users. EPlus will have to provide to the State of NH a packaged install that will be supported by the State's software distribution system. This package will have to support the installation on the three supported operating systems, Windows XP, Windows Vista and Windows 7. EPlus will not be responsible for deploying the client to all State owned PC hardware. A subset of a 1000 PCs as a test and control group will be used to test the deployment system, packaged install, script and user intervention required.

C **Upgraded Applications and Services**

1 Voice Messaging

a Cisco Unity Connection 8.5 will be deployed to support the States centralized voicemail requirements. Existing Cisco Unity Connection or Cisco Unity deployments will need to be migrated to the new Unity Connection deployment. Existing voice mail boxes, user ID's, and call handlers will need to be migrated. As a rule voice messages will not be migrated unless determined by an Agency executive that the message is critical to state business. The existing Voice mail deployment should be available for no less than 30 days after migration. A special voicemail pilot number will be defined to allow migrated users access to their mailboxes for no less than 30 days post cut.

2 Conferencing

a Cisco Meeting Place 8.5 will be deployed on 2 MCS 7835 class servers to support up to 200 Voice Users for Scheduled Audio conferencing. These servers will reside at 110 Smokey Bear Blvd and 27 Hazen Drive. Integration to the Central Voice AD is a requirement.

3 Mobile Communications

a A proof of concept (POC) Group of users no greater than 200 will be defined for the initial deployment of Single number Reach (SNR) and mobile clients for Google - Android, Apple - iPhone, Microsoft Windows Mobile and RIM - BlackBerry smart phone devices.

4 Contact Center

a Two clusters of Cisco Unified Contact Center Express will be deployed in four virtual servers. One cluster will contain the Existing contact centers for the Department of Safety and the Department of IT. The other cluster will contain the contact centers for the Department of Employment Security, Department of Revenue Administration, the Department of Health and Human Services and the Administrative Office of the Courts. EPlus is responsible for migrating and testing the five contact centers to the new statewide environment. Other contact center deployments are outside of this project. The following identifies what exists today by agency:

	License Seats	Queues Installed
DMV	60	18
DRA	25	15
AOC	25	8

DoIT	40	5
NHES	90	7
TOTAL	240	53

III Core VoIP Unified Communications Network Management

A **Cisco suite of network management products will be part of the core UC deployment.**

1 Cisco Provision Manager will be deployed to allow State of NH telecom department to manage requests from the agencies for moves, adds and changes.

2 Cisco Operations Manager will be deployed to allow the State of NH to manage all voice enabled equipment.

3 Cisco Services Monitor will be deployed to allow the State to properly manage the Centralized phone system

4 Cisco Statistics Manager will be deployed to support the statistics gathering for the system

B Hardware for the Network management environment will be provided by the State of New Hampshire. This hardware will be re-claimed from existing UC servers in service that meet the standards of each application. ePlus will do initial provisioning and deployment of the network management system.

C This deployment will include the initial server configuration for each application and a subset of the ongoing provisioning until the state Telecom and network operations department are comfortable continuing the deployment. Recommendations are no more than 50 routers for Operations Manager and Statistics Manager, Initial cluster and 10 agencies for Provisioning Manager, 1000 IP phone endpoints for Operations Manager.

IV Core VoIP Central Network Services

A Critical Network Services:

1 Network time Protocol source needs to be defined and managed, ALL UC equipment, Gateways, switches, Routers, applications and phones should receive their time from this source. The state of New Hampshire will provide access to the central NTP Source

2 Dynamic Host Configuration Protocol: DHCP services are critical to the management of the IP endpoints. A new DHCP infrastructure will be built to manage IP Phone endpoints on the new Voice MPLS overlay network. The state of NH will provide the servers and provisioning for the new DHCP Infrastructure.

3 Secure File Transportation Protocol Server: An SFTP server will need to be established as a location for the UC Apps to back themselves up to as well as a location for CDR records, Patches and upgrades to be staged. The State of New Hampshire will provide the hardware and software for an SFTP Server.

4 Active Directory: A new Microsoft Active Directory system will be established, due to the fact that there is not a single AD structure within the State. This AD will be for user management of the phone system, login to soft clients as well as UC password management. If an agency desires Single Sign On capabilities they SYNC agreements need to be established between the UC AD Domain and the Agencies specific Domain. The state of New Hampshire will provide the hardware and software for a highly available active directory system.

5 Dynamic Naming Service: DNS will be used by the Cisco UC system for communicating between servers and services. The State of New Hampshire will provide a highly available DNS service for the voice deployment.

V Core VoIP Bill of Materials – IP Voice Equipment

The attached List of required equipment contains a chassis identifier. This chassis identifier corresponds with the chassis identifier noted in this section. This section will explain the work required for each piece of equipment. This is not an exclusive list of tasks but meant to be a guideline of the work that needs to be performed. The work plan should include at a minimum these steps plus any others necessary to have a properly functioning deployment built according to the specifications defined by the State of New Hampshire and the recommended Cisco design guidelines.

All equipment shall be purchased by ePlus and registered to the State of New Hampshire by ePlus. EPlus is responsible for the testing of all equipment and shall be responsible for replacing any equipment that is not functioning properly. Note: The BoM contains an SOW ID which matches the letters following for Core, VoIP and Wireless.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT H
RESPONSES TO REQUIREMENTS

A CONF-AUDIO-1: Meetingplace Audio Software.

1 Install software on Chassis IDs, Conf-audio-2, and Conf-audio-3

2 Configure to integrate to voice cluster

3 Configure 100 users

4 Train on user Move, add, Change

5 Test audio conferencing

B CONF-AUDIO-2: Hardware server Meetingplace Audio

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

C CONF-AUDIO-HW-2: Hardware server Meetingplace Audio

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

D ASA-UC-1: UC VPN Server

1 Install at 110 Smokey Bear Blvd

2 Install in Rack, power up and test

3 Configure public and private interfaces

4 Configure necessary policies to allow internet based VPN or proxy phones to communicate to State based IP phones and PSTN Gateway

E GW-DSP-3945-1

1 Install At 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to be DSP farm for central state cluster.

5 Configure trusted relay point

6 Audio conferencing for ad-hoc calls

7 Video conferencing for video calls

8 Media termination point

9 Test and validate it is properly integrated with the central cluster

F GW-PRI-3945-1

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to PRI gateway for central state cluster.

5 Test and validate inbound and outbound calling

G GW-SIP-3945-1

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to SIP Gateway for central State cluster.

5 Configure to behave as Cisco unified border element.

6 Test and validate SIP interconnectivity to carrier

7 Test and validate inbound and outbound calling based on state dial plan.

H UC-SRV-1

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 1

I UC-SRV-3

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 3

J ASA-UC-2

1 Install 27 Hazen drive

2 Install in rack, power up and test

3 Configure public and private interfaces

4 Configure necessary policies to allow internet based VPN or Proxy phones to communicate to State based IP phones and PSTN Gateway

5 Configure to work in an active standby mode with ASA-UC-1.

K GW-DSP-3945-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to be DSP farm for central State cluster.

5 Configure trusted relay point

6 Audio conferencing for ad-hoc calls

7 Video conferencing for video calls

8 Media termination point

9 Test and validate it is properly integrated with the central cluster

L GW-PRI-3945-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to PRI Gateway for central State cluster.

5 Test and validate inbound and outbound calling

M GW-SIP-3945-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to SIP Gateway for central State cluster.

5 Configure to behave as Cisco unified border element.

6 Test and validate SIP interconnectivity to carrier

7 Test and validate inbound and outbound calling based on state dial plan

N UC-SRV-4

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 4

O UC-SRV-6

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 6

P GW-PRI-3945-3

1 Install at 50 Communications Dr

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to PRI Gateway for central State cluster.

5 Test and validate inbound and outbound calling

Q GW-SIP-3945-3

1 Install at 50 Communications Dr

2 Install in rack, power up and test

3 Install accessory modules i.e. DSP, VWIC

4 Configure router to SIP Gateway for central State cluster.

5 Configure to behave as Cisco unified border element.

6 Test and validate SIP interconnectivity to carrier

7 Test and validate inbound and outbound calling based on state dial plan

R UC-SRV-7

1 Install at 50 Communications Dr

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 7

S **Remote-2-4**

This identifies the router for a 2-4 user location

1 Provide a base configuration template and training that allows customization by the state of NH to deploy these routers to the required remote sites

2 The configuration will include but not be exclusive of the following:

a Digital Signal Processing (DSP) (where available PVDM3)

b Any Transport over MPLS (ATOM)

c Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

d Trusted Relay Point (TRP)

e Media Termination point (MTP)

f Survivable Remote Site Telephony (SRST)

g IP Service Level Agreements (IPSLA)

h Foreign Exchange Office (FXO)

i Foreign Exchange Station (FXS)

j Quality of Service (QOS)

k Open Shortest Path First (OSPF)

l Resource Reservation protocol(RSVP).

M Multiprotocol BGP (MBGP)

T Remote-5-8

This identifies the router for a 5-8 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these routers to the required remote sites

2 The configuration will include but not be exclusive of the following:

a Digital Signal Processing (DSP) (where available PVDM3)

b Any Transport over MPLS (ATOM)

c Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

d Trusted Relay Point (TRP)

e Media Termination point (MTP)

f Survivable Remote Site Telephony (SRST)

g IP Service Level Agreements (IPSLA)

h Foreign Exchange Office (FXO)

i Foreign Exchange Station (FXS)

j Quality of Service (QOS)

k Open Shortest Path First (OSPF)

l Resource Reservation protocol(RSVP).

m Multiprotocol BGP (MBGP)

U REMOTE-9-24-1

This identifies the router for a 9-24 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these routers to the required remote sites.

2 The configuration will include but not be exclusive of the following:

a Digital Signal Processing (DSP) (where available PVDM3)

b Any Transport over MPLS (ATOM)

c Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

d Trusted Relay Point (TRP)

e Media Termination point (MTP)

f Survivable Remote Site Telephony (SRST)

g IP Service Level Agreements (IPSLA)

h Foreign Exchange Office (FXO)

I Foreign Exchange Station (FXS)

J Quality of Service (QOS)

k Open Shortest Path First (OSPF)

l Resource Reservation protocol(RSVP).

m Multiprotocol BGP (MBGP)

V Remote-9-24-2

This identifies the Ethernet switch for a 9-24 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these switches to the required remote sites.

2 The configuration will include but not be exclusive of the following:

a Cisco Discovery Protocol (CDP)

b Quality of Service (QOS)

c Auto smart ports

d Power over Ethernet (POE)

W Remote-24-48-1

This identifies the router for a 24-48 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these routers to the required remote sites

2 The configuration will include but not be exclusive of the following:

a Digital Signal Processing (DSP) (where available PVDM3)

b Any transport over MPLS (ATOM)

c Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

d Trusted Relay Point (TRP)

e Media Termination point (MTP)

f Survivable Remote Site Telephony (SRST)

g IP Service Level Agreements (IPSLA)

h Foreign Exchange Office (FXO)

i Foreign Exchange Station (FXS)

j Quality of Service (QOS)

k Open Shortest Path First (OSPF)

l Resource Reservation protocol(RSVP).

m Multiprotocol BGP (MBGP)

X Remote-24-48-2

This identifies the Ethernet switch for a 24-48 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these switches to the required remote sites

2 The configuration will include but not be exclusive of the following:

a Cisco discovery protocol (CDP)

b Quality of Service (QOS)

c Auto smart ports

d Power over Ethernet (POE)

Y Remote-24-48-3

This identifies the Ethernet switch for a 24-48 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these switches to the required remote sites.

2 The configuration will include but not be exclusive of the following:

a Cisco discovery protocol (CDP)

b Quality of Service (QOS)

c Auto smart ports

d Power over Ethernet (POE)

Z Remote-49-300-1

This identifies the router for a 9-24 user location

1 Provide a base configuration template and training that allows customization by the State of NH to deploy these routers to the required remote sites

2 The configuration will include but not be exclusive of the following:

a Digital Signal Processing (DSP) (where available PVDM3)

b Any Transport over MPLS (ATOM)

c Virtual Routing and Forwarding (VRF) support (Minimum of three instances)

d Trusted Relay Point (TRP)

e Media Termination point (MTP)

f Survivable Remote Site Telephony (SRST)

g IP Service Level Agreements (IPSLA)

h Foreign Exchange Office (FXO)

i Foreign Exchange Station (FXS)

j Quality of Service (QOS)

k Open Shortest Path First (OSPF)

l Resource Reservation protocol (RSVP).

m Multiprotocol BGP (MBGP)

AA CUWL-LIC-1

1 Install on central UC Cluster

BB ER-LIC-1

1 Install on central UC Cluster

CC MGT-SVR-1

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install management applications as noted in the previous section.

DD UC-SRV-8 (State of NH Provided C-200)3

1 Install at 129 Pleasant St (Brown Building)

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 8

EE MGMT-SW-1

1 Install, configure and provision on appropriate hardware

2 Test and validate that all modules function as described in the network management section. This is UC-Server 9

FF UC-MGMT-SW-2

1 Install, configure and provision on appropriate hardware

2 Test and validate that all modules function as described in the network management section

GG VIDEO-MCU-1

1 Install at 110 Smokey Bear Blvd

2 Rack power and test

3 Configure software to allow scheduled conferencing

4 Configure software to integrate with other video components

5 Test using existing State endpoints

HH VIDEO-MGT-1

1 Install at 110 Smokey Bear Blvd

2 Configure software to integrate with other video components

3 Test using existing State endpoints

II VIDEO-MGT-2

1 Install at 110 Smokey Bear Blvd

2 Configure software to integrate with other video components

3 Configure software to allow firewall traversal calls

4 Test using existing State endpoints.

JJ VIDEO-MGT-3

1 Install at 110 Smokey Bear Blvd

2 Configure software to integrate with other video components

3 Test using existing State endpoints

KK UC-SRV-2

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 2

LL UC-SRV-5

1 Install at 50 Communications Dr

2 Install in rack, power up and test

3 Install accessory modules i.e. memory, hd

4 Install VMWare ESXI 4.1

5 Install unified communications applications as noted in previous section. This is UC server 5

MM UC-Probe-1

1 Install 3 at 110 Smokey Bear Drive
2 Install 3 at 27 Hazen Drive
3 Install 3 at 50 Communications Drive Laconia
4 Configure all units to communicate to UC Management Software and Monitor inbound and outbound RTP Streams.
5 Provide training on use of other units as rapidly deployable remote monitoring units.

VI Bill of Materials – Core Network Equipment

The attached List of required equipment contains a chassis identifier. This chassis identifier corresponds with the chassis identifier noted in this section. This section will explain the work the State of New Hampshire would like done on each piece of equipment. This is not an exclusive list of tasks but meant to be a guideline of the work that needs to be performed. The work plan should include at a minimum these steps plus any others necessary to have a properly functioning deployment built according to the specifications defined by the State of New Hampshire and the recommended Cisco design guidelines. Note: The BoM contains an SOW ID which matches the letters following for Core, VoIP and Wireless.

A ASR-9K-SB

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Configure as core node on fiber backbone

4 Connect appropriate cables, console, fiber copper Ethernet

5 Configure software to support MPLS, label distribution, switching

6 Configure software to support MPLS "P" functions, "PE" functions and 7 "CE" functions

8 Test and verify connectivity between VRFs located throughout Concord.

9 Provide training and knowledge transfer for state employees to configure and manage the platform.

10 Add proof of concept agencies to the platform. Test and verify

B SUP-720-SB-1 & SUP-720-SB-2

1 Install at 110 Smokey Bear Blvd

2 Install in existing 6509-E chassis

3 Migrate configuration from existing SUP 720

4 Connect 10 GB Ports to ASR-9k-SB

5 Configure MPLS

6 Test & Verify connectivity.

7 Build MPLS VRFs for agencies and services at 110 Smokey Bear location.

C ASA-5585-SB

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Configure as Internet firewall

4 Configure DMZ, outside and inside interfaces

5 Configure policies based on State of NH requirements.

6 Configure in conjunction with ASA-5585-HZN to operate in a high availability mode.

D ASR-1K-SB

1 Install at 110 Smokey Bear Blvd

2 Install in rack, power up and test

3 Configure as Internet router

4 Configure in conjunction with ASR-1K-HZN to provide internet access to the State of NH in a high availability mode.

5 Test & validate connectivity and internet routing

E ASR-9K-HZN-1

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Configure as core node on fiber backbone

4 Connect appropriate cables, console, fiber copper Ethernet

5 Configure software to support MPLS, label distribution, switching

6 Configure software to support MPLS "P" functions, "PE" functions and "CE" functions

7 Test and verify connectivity between VRFs located throughout Concord.

8 Provide training and knowledge transfer for State employees to configure and manage the platform.

9 Add proof of concept agencies to the platform. Test and verify

F ASR-9K-HZN-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Configure as core node on fiber backbone

4 Connect appropriate cables, console, fiber copper Ethernet

5 Configure software to support MPLS, label distribution, switching

6 Configure software to support MPLS "P" functions, "PE" functions and "CE" functions

7 Test and verify connectivity between VRFs located throughout Concord.

8 Provide training and knowledge transfer for State employees to configure and manage the platform.

9 Add proof of concept agencies to the platform. Test and verify

G WLAN-5508-HZN-1

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Connect appropriate cables.

4 Configure to work with other 5508-HZN-2 in a high availability configuration

5 Convert existing Cisco AP's to support CAPWAPP protocol

6 Configure state wide ESSID for internal use using 802.1x EAP protocols.

7 User authentication to existing ACS deployment through Radius

8 Test and validate connectivity

9 Configure guest ESSID

H WLAN-5508-HZN-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test.

3 Connect appropriate cables.

4 Configure to work with other 5508-HZN-1 in a high availability configuration

5 Convert existing Cisco AP's to support CAPWAPP protocol

6 Configure statewide ESSID for internal use using 802.1x EAP protocols.

7 User authentication to existing ACS deployment through Radius

8 Test and validate connectivity

9 Configure Guest ESSID

I WLAN-5508-HZN-3

1 Install at 27 Hazen Drive

2 Install in rack, power up and test.

3 Connect appropriate cables.

4 Configure outside firewall to be guest access

5 Anchor test and validate connectivity

J WLAN-MGMT-HZN

1 Install at 27 Hazen Drive

2 Install on State provided VMWare virtual server

3 Configure to control State WLAN controllers

4 Verify and test management and reporting

K NEXUS-7K-HZN-1

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Connect appropriate cables, fiber, console and copper

4 Configure according to requirements outlined in the datacenter core configuration section.

5 Configure VDC and associate ports

6 Configure L2/L3 routing, QOS, OSPF, VLAN's, and other required protocols for correct deployment

7 Test, and validate configuration

8 Train State of NH employees on managing moves, adds and changes.

9 Configure to work with partner NEXUS 7K-HZN-2

10 Configure to accept NEXUS 2248TP as server aggregation

L NEXUS-7K-HZN-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Connect appropriate cables, fiber, console and copper

4 Configure according to requirements outlined in the datacenter core configuration section.

5 Configure VDC and associate ports

6 Configure L2/L3 routing QOS, OSPF, VLAN's, and other required protocols for correct deployment

7 Test, and validate configuration

8 Train State of NH employees on managing, moves, adds and changes.

9 Configure to work with partner NEXUS 7K-HZN-1

10 Configure to accept NEXUS 2248TP as server aggregation.

M NEXUS 2K-HZN-1

1 Install at 27 Hazen Drive

2 Rack, power up and test

3 Connect appropriate cables

4 Connect to NEXUS 7010 as server distribution switches

5 Configure NEXUS 7010 to support NEXUS 2248

6 Test and validate connectivity and operation.

N VS-6509E-HZN-DS

1 To be installed at 27 Hazen Drive

2 Install new 6509-E chassis

3 Install in rack, power up and test

4 Connect appropriate cables

5 Configure to provide distribution services to the 27 & 29 Hazen drive locations

6 Configure MPLS and VRFs to provide support

O ASA-5585-HZN-1

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Configure as Internet firewall

4 Configure DMZ, outside and inside interfaces

5 Configure policies based on State of NH requirements.

6 Configure in conjunction with ASA-5585-SB to operate in a high availability mode.

P ASR-1K-HZN-1

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Configure as Internet router

4 Configure in conjunction with ASR-1K-SB to provide internet access to the State of NH in a high availability mode.

5 Test & validate connectivity and internet routing.

Q SUP-720ANX-1 and SUP-720-ANX-2

1 Installed 23 Capital Street, Concord (Annex)

2 To be installed in decommissioned CAT6509-E (formerly DMZ switch)

3 Configure to be distribution switch for down town Concord locations and agencies that connect to the Annex location now.

4 Configure MPLS VPNs for agencies

5 Test and validate configuration.

R NEXUS-7K-APS-1

1 Install at Pleasant Street APS

2 Install in rack, power up and test

3 Connect appropriate cables, fiber, console and copper

4 Configure according to requirements outlined in the datacenter core configuration section.

5 Configure VDC and associate ports

6 Configure L2/L3 routing, QOS, OSPF, VLAN's, and other required protocols for correct deployment

7 Test, and validate configuration

8 Train State of NH employees on managing moves, adds and changes.

9 Configure to accept NEXUS 2248TP as server aggregation

S NEXUS 2K-APS-1

1 Install at 27 Hazen Drive

2 Rack, power up and test

3 Connect appropriate cables

4 Connect to NEXUS 7010 as server distribution switches

5 Configure NEXUS 7010 to support NEXUS 2248

6 Test and validate connectivity and operation.

T ASR-9K-BR

1 Install at 129 Pleasant Street (Brown Building)

2 Install in rack, power up and test

3 Configure as core node on fiber backbone

4 Connect appropriate cables, console, fiber copper Ethernet

5 Configure software to support MPLS, label distribution, switching

6 Configure software to support MPLS "P" functions, "PE" functions and "CE" functions

7 Test and verify connectivity between VRFs located throughout Concord.

8 Provide training and knowledge transfer for State employees to configure and manage the platform.

9 Add proof of concept agencies to the platform. Test and verify

U WLAN-ISE-GUEST

1 Install at 27 Hazen Drive

2 Configure to allow Sponsored Guest access

3 Configure to Integrate with all State WLAN controllers

4 Verify and test management and reporting. Provide train the trainer on sponsoring guest accounts, configuring sponsors.

V CAT-3k-HZN-1, CAT-3k-HZN-2

1 Install at 27 Hazen Drive

2 Install in rack, power up and test

3 Configure as Switch for Wireless Controllers

4 Configure in conjunction with CAT-eK-HZN-2 for High availability access to the network for the wireless controllers.

5 Test & validate connectivity and communications to WLAN equipment.

W LAN-MGMT-SW-1

1 Install at 27 Hazen Drive

2 Install on State provided VMWare virtual server

3 Configure to control and Monitor a minimum of 200 State LAN/WAN devices

4 Verify and test management and reporting

5 Provide train the trainer, training for state employees on how to monitor, and add new devices.

VII Core Network / Core VoIP Proof of Concept (POC)

Due to the size and scope of the project the State of New Hampshire will apply a proof of concept and pilot model to the deployment. ePlus will be responsible for the complete installation of some

components of the system, while other components will be partially installed by ePlus. For these items the expectation is that the knowledge transfer to State employees is sufficient for them to continue rolling out to the rest of the state community.

A Core network project

1 Migrate existing agencies to the new core network. This Proof of Concept (POC) will be to work through the requirements of moving State agencies to the core network. A minimum of three agencies will be a part of this POC.

All of the below conditions must be met by a minimum of one agency in the POC

a There will be at least two agencies that have HQ locations in Concord and Remote Sites and of the three POC agencies one must access shared services in the Hazen drive datacenter and provide services to other agencies from their own datacenter

b Agencies connected L2 to the core router

c Agencies connected L3 to the core router

d Agencies connected via Carrier Ethernet WAN services, where MPLS is transported over the WAN to the remote site.

e Agencies connected via downstream MPLS distribution switch

f Agencies that have a presence on more than one major campus inside the Concord backbone network.

g Agencies connected via Internet using L2LVPN tunnels.

2 Deploy a POC of services offered on the new core network in L2 VPN mode as well as L3 VPN Mode. The goal is to demonstrate L2 VPN connecting two services between sites across the MPLS backbone.

B Datacenter Core Project

1 Migrate a minimum of three shared Core Services from the existing datacenter infrastructure to the new datacenter design. The new voice centralized services is not to be included in the POC.

2 Migrate a minimum of three shared DMZ Services from the existing infrastructure to the new datacenter DMZ design.

3 EPlus shall provide the state with project Documentation that includes but not limited to...

a) Configuration and setup procedures required for each piece of equipment deployed that will detail the procedures required to replace a failed piece of equipment to be back in service.

b) Final Documentation Set that includes,

i. configuration files for all equipment (for devices with configuration export)

ii. devices with a GUI should have screenshots and detailed explanations of the Network Configuration

iii. Documentation that describes in detail the deployed Network Design and include what the end goal should be once all Agencies are converted to the new MPLS Core network

iv. documented Deployment Methodologies and Procedures "Best Practices" that details the procedures required to move State Agencies onto the MPLS Core Network

v. documented Deployment Methodologies and Procedures "Best Practices" that details the procedures required to configure the H323 Voice Gateways at the remote locations and any other information or procedures relevant to the Network Design that the State requires (for example, when Quality of Service is needed).

c) Five Days of "over the shoulder" onsite training with SONH Network Staff to describe the Network Design, review the project Documentation and provide time for a Question & Answers session. This training should be performed by CCIE level staff that worked on the project and can answer questions about their deployment methodologies. Training should include "hands on" exercises to be defined by ePlus and approved by the State using Cisco equipment in a development environment provided by ePlus at the SONH (remote labs are unacceptable).

C Voice Project

1 Migrate all of the existing clusters to the new centralized voice cluster. This will include agencies that have both HQ locations in Concord and remote branch operations. This includes but is not exclusive to:

a Adding users to Active Directory,

b Voice Mail,

c Extension Mobility

d Call Control,

e Router deployment for remote sites,

f Any analog to digital conversion device (ATAs,VGXXX, etc)

g Training of users on end point devices, contact center and any associated software,

h Verification of network management tools

2 Deploy a minimum of two new agencies on the central voice cluster this will include agencies that have both HQ locations in Concord and remote branch operations. This includes but is not exclusive to:

a Adding users to Active directory and providing for user maintenance of certain fields,

b Voice Mail,

c Call Control,

d Router deployment for remote sites,

e Training of users on end point devices, contact center and any associated software.

3 Deploy a POC of Unified Personal Communicator. The deployment will include 2 packages. One with IM turned off in the configuration and the other with it turned on. This will be pushed to a minimum of 200 State desktops. The goal of this POC is to prove the process for packaging and delivering multiple automated install scripts (some agencies use Big Fix, others use other products and some have none which will require manual configuration). All three supported operating systems will be tested, Windows XP (SP2), Windows Vista and Windows 7.

4 Deploy a POC of integrated video phone to video phone calling. Deploy configure and train a group of no less than 200 users on desktop point to point and ad-hoc video calling using video enabled phones and video enabled desktops.

5 Fully deploy video conferencing system, including the TMS, MCU and VCS servers. The State of New Hampshire will provide appropriate hardware for the TMS. Deploy a POC of video conferencing services to 10 existing video conferencing locations. This POC will cover centralized management of video services. Scheduling, management and intra-agency and inter-agency, video calls as well as inbound and outbound calls to internet accessible video endpoints

7 Fully deploy audio conferencing system, including two highly available meeting place servers. Deploy a POC of audio conferencing services. This POC will cover centralized

management and scheduling of audio conferencing resources. There should be minimum of 200 Users defined and active. The POC should allow for intra-agency, inter-agency and PSTN based conferences.

8 Migrate all configuration settings and scripts from the existing clusters of contact center at the Department of Safety, Department of Information Technology, Department of Revenue, Department of Health and Human Services, Department of Employment Security and the Administrative Office of the Courts.

9 Provide the State with full, detailed handset and voicemail training materials for all aspects of training on the statewide system. These training materials should include at a minimum PowerPoint presentations and handouts for end users. These materials will be used initially by ePlus and then later at the conclusion of the POC used by State employees to train the remaining users.

10 EPlus shall provide the state with project documentation that includes but not limited to:

a) Configuration and setup procedures required for each piece of equipment deployed that will detail the procedures required to replace a failed piece of equipment to be back in service.
b) Final Documentation Set that includes,
   i. configuration files for all equipment (for devices with configuration export)
   ii. devices with a GUI should have screenshots and detailed explanations of the VoIP System Configuration
   iii. documentation that describes in detail the deployed Network Design and include what the end goal should be once all Agencies are converted to the new VoIP System
c) Five Days of "over the shoulder" onsite training with SONH Network Staff to describe the VoIP System Design; review the project documentation and provide time for a Question & Answers session. This training should be performed by CCIE level staff that worked on the project and can answer questions about their deployment methodologies. Training should include "hands on" exercises to be defined by ePlus and approved by the State using Cisco equipment in a development environment provided by ePlus at the SONH (remote labs are unacceptable).

Design Document

The design document describes the business requirements; old network architecture; network requirements; and design, plan, and configuration information for the new network. The network architects and analysts use it to document the new network changes, and it serves as documentation for the enterprise. The design document should include the following sections:

- **Introduction** describes the projects purpose and the reasons for the network design
- **Design Requirements** lists the organizations requirements, constraints and goals

- **Existing Network Infrastructure** includes logical (Layer 3) topology diagrams, physical topology diagrams; audit results; network health analysis; routing protocols; a summary of applications; a list of network routers, switches and other devices; configurations and a description of issues.
- **Design** contains the specific information, such as logical and physical topology, IP Addressing, routing protocols and security configurations.
- **Proof of Concept** results from all the pilots that ePlus implemented, this should also include the testing of the MPLS core ring and the VoIP system as described in ePluss RFP response.
- **Data Network Implementation Plan** includes the detailed steps for the network staff to implement Agencies onto the MPLS Core network.
- **VoIP Services Implementation Plan** includes the detailed steps for the statewide communications staff to implement Agencies onto the VoIP network.
- **Appendixes** contains a list of exiting network devices, configurations, and additional information used in the design of the network

Table H-3 summarizes the contents of the design document

Section	Description
Introduction	Purpose and Goals of the network design
Design Requirements	Organization requirements and constraints
Existing Network Infrastructure	Contains diagrams, hardware, and software versions, and existing network configurations
Design	New logical topology, design, and IP Addressing
Proof of Concept	Results from the pilot or prototype
Implementation Plan	Detailed steps for implementation
Appendixes	Supporting information

The Implementation of the MPLS Network and VoIP consists of many phases. Each step should contain the following information:

- Description of the step
- Reference to the design document
- Detailed implementation guide
- Detailed rollback guidelines
- Estimated time to implement

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT I
WORK PLAN

ePlus' Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ePlus' plan to implement the Hardware and Software. Continued development and management of the Work Plan is a joint effort on the part of ePlus and State Project Managers.

The preliminary Work Plan created by ePlus and the State is set forth at the end of this Exhibit.

In conjunction with ePlus' Project Management methodology, which shall be used to manage the Project's life cycle, the ePlus team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and ePlus team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with ePlus' Work Plan and shall utilize Microsoft Project and MS SharePoint to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- ePlus shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The ePlus Team may perform this Project at State facilities at no cost to ePlus.
- The ePlus Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The ePlus Team shall honor all holidays observed by ePlus or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the ePlus Team, including PCs, phones, Virtual Private Network (VPN) access and access to any necessary internal State networks and/or software (within State standards).

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

- A SharePoint Project portal created by ePlus and accessible within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project portal and granting either view or read/write privileges. ePlus' Project Manager will establish and maintain this portal. The State Project Manager shall approve access for the State team. Final versions of all Documentation shall be loaded to the State System.
- ePlus assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager. Eplus will make all efforts to give the State at least five business day notice of this absence.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- Eplus' hardware, operating environment and supporting software shall meet certification requirements for the application deployment being installed.
- The State is responsible for providing the Internet access.
- The ePlus team shall implement the most current release at the time of deployment.

E. Conversions

- The ePlus Team's is responsible for conversion of all existing IP Phones into the new unified communications infrastructure
- The ePlus Team is responsible for converting 1000 Centrex phones into the new unified communications infrastructure.
- The ePlus Team is responsible for converting three agency networks into the new MPLS core.
- The ePlus Team is responsible for converting six shared applications into the new MPLS core.
    - Three of these applications come from the inside zone and three come from the DMZ zone.

F. Project Schedule

- Deployment and go live dates are as agreed upon in the Work Plan.

G. Reporting

- ePlus shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The ePlus Team shall lead the development of the end-user training plan.
- A mix of train the trainer and end user training shall be used for the delivery training of State technical staff per RFP Requirements.

I. Performance and Security Testing

- The ePlus Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

- The State shall work with ePlus on performance testing as set forth in Contract Exhibit F – *Testing Services.*

2. ROLES AND RESPONSIBILITIES

A. ePlus Team Roles and Responsibilities

1) **ePlus Team Project Executive**
The ePlus Team's Project Executives (ePlus and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the ePlus Team Project Manager and the State's Project leadership on the best practices for implementing the ePlus Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) **ePlus Team Project Manager**
The ePlus Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the ePlus Implementation Team. The ePlus Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign ePlus Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all ePlus Team members;
- Provide weekly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) **ePlus Team Analysis**
The ePlus Team shall conduct analysis of requirements, validate the ePlus Team understands of the State business requirements by application, and perform business requirements mapping:
    - Construct and confirm application test case scenarios;

- Produce Hardware and Software configuration definitions and configure the Hardware and Software;
- Conduct testing of the configured Hardware and Software;
- Produce functional Specifications for conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **ePlus Team Tasks**

The ePlus team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) **State Project Managers**

The State Project Managers shall work side-by-side with the ePlus Project Managers. The role of the State Project Managers are to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Managers represent the State in all decisions on Implementation Project matters, provide all necessary support in the conduct of the Implementation Project, and provide necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Managers have the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the ePlus team;
- Assist the ePlus Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;

- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the ePlus Project Manager of any urgent issues if and when they arise; and
- Assist the ePlus team staff to obtain requested information if and when required to perform certain Project tasks.

2) **State Subject Matter Experts (SME)**
The roles of the State SMEs are to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SMEs include the following:
- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the ePlus Software Solution and the business processes the application supports.

3) **State Technical Leads and Architects**
The State's Technical Leads and Architects report to the State's Project Managers and are responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and ePlus Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the ePlus Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the ePlus and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is an ePlus Deliverable and it will be expected that ePlus will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

4) **State Network Administrator (DoIT)**
The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:
   - Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;

5) **State Testing Administrators**
The State's Testing Administrators will coordinate the State's testing efforts. Responsibilities include:
   - Coordinating the development of system, integration, performance, and Acceptance Test plans;
   - Coordinating system, integration, performance, and Acceptance Tests;
   - Chairing test review meetings;
   - Coordinating the State's team and external third parties involvement in testing;
   - Ensuring that proposed process changes are considered by process owners;
   - Establish priorities of Deficiencies requiring resolution; and
   - Tracking Deficiencies through resolution.

3. PRELIMINARY WORK PLAN

The preliminary work plan is described in Vendor Proposal Attachment 1 pages 1 through 165.

STATE OF NEW HAMPSHIRE
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EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, ePlus shall provide third party software licenses as required by the contract.

2. SOFTWARE AND DOCUMENTATION COPIES

ePlus shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by ePlus on such copies. ePlus shall register all devices that have Cisco SmartNet and provide the State of NH with the contract numbers. ePlus shall associate the State of NH technical staff CCO It's to the contracts.

3. Malicious Software

ePlus shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1. WARRANTIES

The warranty period for the Core Network components will commence upon the State issuance of a Letter of Acceptance following the successful completion of the POC and all testing and will continue for 1 year. The warranty period for all VoIP components will commence upon the State issuance of a Letter of Acceptance following the successful completion of the POC and all testing and will continue for 1 year.

If within the last thirty (30) calendar days of the warranty period, the system fails to operate as specified, the warranty period will cease, ePlus will correct the deficiency, and a thirty (30) calendar day warranty period will begin. Any further deficiencies with the system must be corrected and run fault free for thirty (30) calendar days.

ePlus warrants that all equipment to be installed under the terms of this contract will be in good working order and will conform to the original equipment manufacturer's warranty.

ePlus shall warrant that all services to be provided under the contract will be provided expediently and in a professional manner in accordance with the RFP and that services will comply with performance standards.

ePlus shall warrant that all personnel engaged in the services shall be qualified to perform the services, and shall be properly certified/licensed and otherwise authorized to do so under all applicable laws.

ePlus shall agree to maintain, repair, and correct deficiencies in the system, non-software deliverables, and written deliverables during the warranty period, at no additional cost to

the State, in accordance with the specifications and terms and requirements of the contract.

As stated previously, ePlus' proposal will include 1 year parts, labor and software upgrades with on-site maintenance and support according to the technical specifications

ePlus has included Cisco SmartNet coverage to augment warranty coverage. Should repairs not covered under the Manufacturer's Warranty or Cisco SmartNet ePlus will remain responsible for the repair. Should the State decide not to purchase SmartNet coverage Eplus shall be responsible only for repairs not covered by the manufacturer's purchase warranty or those repairs which would have been covered by SmartNet if it had been purchased.

STATE OF NEW HAMPSHIRE
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EXHIBIT L
TRAINING SERVICES

ePlus shall provide the following Training Services.

DETAILS ARE TO BE ADAPTED PER THE PROPOSAL

A. TRAINING

All courses are to be offered on-site in New Hampshire and shall available for up to 12 students per class. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available. Vendor shall conduct technical training for all core network and VOIP components. End user training shall be conducted to train end user in IP phone usage.

Five Days of "over the shoulder" onsite training with SONH Staff to describe the Network Design, review the project documentation and provide time for a Question & Answers session will be provided. This training should be performed by CCIE level staff that worked on the project and can answer questions about their deployment methodologies. Training should include "hands on" exercises to be defined by ePlus and approved by the State using Cisco equipment in a development environment provided by ePlus at the SONH (remote labs are unacceptable)

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	ePlusTeam	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: ePlus providing baseline Documentation in electronic format that can be modified and reproduced.	
	ePlus and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. ePlus will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Conduct training sessions as required by the State Project Manager	Ensure attendance and coordinate sessions with ePlus project manager
Evaluate Training Effectiveness	Coordinate with State Project team to develop criteria for evaluation	Perform course training evaluation

c. Key User Training Approach Activities

1) **Identify State User Categories**

The ePlusTeam shall lead the State in identifying and categorizing its end users:

User Category 1—State Technical Staff: State Technical Staff are those employees who administer the system. Training shall consist of a series of courses based on job functions and on business processes specific to job roles

User Category 2—End Users: Casual Users shall access the Voice Over IP System to make phone calls. Their courses shall focus on the use of VOIP specific handsets, voice mail and other associated services.

2) **Develop Training Plan** The ePlusTeam shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2 train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and promotes effective, timely, and cost-effective learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) **Develop Training Curriculum** ePlus shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) **Produce Training Materials and End-User Documentation** The ePlus team shall lead the efforts to produce the training materials and end-user Documentation.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
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EXHIBIT M
NH DEPARTMENTS OF INFORMATION TECHNOLOGY AND SAFETY RFP
2012-069 (WITH ADDENDA) INCORPORATED

NH Departments of Information Technology and Safety RFP 2012-069, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
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EXHIBIT N
EPLUS PROPOSAL BY REFERENCE

The ePlus proposal ePlus to the Departments of Information Technology and Safety is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
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EXHIBIT O
CERTIFICATES

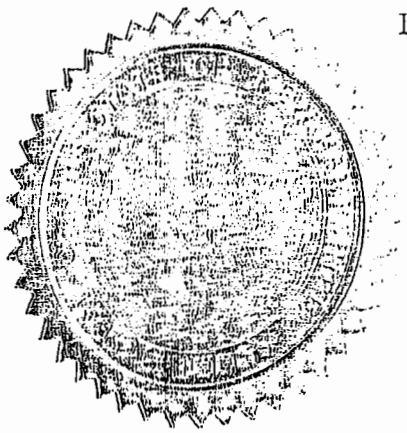
Attached are:

A. EPlus's Certificate of Vote/Authority
B. EPlus's Certificate of Good Standing
C. EPlus's Certificate of Insurance

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Eplus Technology, Inc., a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 21, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April, A.D. 2012

William M. Gardner
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF EPLUS TECHNOLOGY, INC.

Each of the undersigned members of the Board of Directors of ePlus Technology, inc., a Virginia corporation (the "Corporation"), hereby executes the following action by unanimous written consent and directs that this unanimous written consent be filed with the minutes of the Board of Directors of ePlus Technology, inc. (the "Board of Directors").

WHEREAS, pursuant to applicable law and in accordance with the Certificate of Incorporation and the Bylaws of ePlus Technology, inc., the Board of Directors has determined to appoint certain individuals as officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby appoints Phillip G. Norton as Chief Executive Officer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Mark P. Marron as President of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Bruce M. Bowen as Executive Vice President of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Steven J. Mencarini as Senior Vice President of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Elaine D. Marion as Chief Financial Officer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Kleyton L. Parkhurst as Senior Vice President, Assistant Secretary, and Treasurer of the Corporation;

RESOLVED FURTHER, that the Board of Directors hereby appoints Erica S. Stoecker as Secretary of the Corporation; and

RESOLVED FURTHER, that the appropriate officers of the Corporation and each of them acting singly, be and hereby are, authorized, empowered, and directed to take any and all actions and to execute, deliver, and file any and all agreements, instruments, and documents as the officer or officers so acting shall determine to be necessary or appropriate to consummate the transactions contemplated by the foregoing resolutions, the taking of such action to be conclusive evidence that the same was deemed necessary or appropriate and was authorized thereby.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2012

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 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
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037

556865-ALL-ALLPC-11-12

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Co. Of America	25674
INSURER B :	The Travelers Indemnity Of America	25658
INSURER C :	Travelers Casualty Insurance Co. Of America	19046
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
ePlus, Inc.
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171

COVERAGES CERTIFICATE NUMBER: CLE-003799001-01 REVISION NUMBER: 10

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			H-630-5278L14A-TIL-11	07/31/2011	07/31/2012	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY			BA-9879P118-11-TEC	07/31/2011	07/31/2012	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HMYBA-UB-5278L14-A-11 (AOS)	07/31/2011	07/31/2012	X WC STATU-TORY LIMITS / OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		HI-UB-4A66895-1-11 (CA)	07/31/2011	07/31/2012	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	PROPERTY			H-630-5278L14A-TIL-11	07/31/2011	07/31/2012	"ALL RISK"		REPL COST

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New Hampshire Department of Technology and Safety and New Hampshire Department of Information Technology are included as additional insured with respect to general liability, auto liability and property.

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety
33 Hazen Dr
Concord, NH 03301

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
of Marsh USA Inc.
Timothy M. Sasser

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2012

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 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
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W
WASHINGTON, DC 20037

556065-ALL-ALLPC-11-12

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. Of America	25674
INSURER B : The Travelers Indemnity Of America	25658
INSURER C : Travelers Casualty Insurance Co Of America	19046
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ePlus, Inc.
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171

COVERAGES CERTIFICATE NUMBER: CLE-003798908-02 REVISION NUMBER: 4

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			H-630-5278L14A-TIL-11	07/31/2011	07/31/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA-9879P118-11-TEC	07/31/2011	07/31/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HNYBA-UB-5278L14A-11 (AOS)	07/31/2011	07/31/2012	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N X / N/A			HLUB-4A66893-11 (CA)	07/31/2011	07/31/2012	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROPERTY			H-630-5278L14A-TIL-11	07/31/2011	07/31/2012	"ALL RISK"	REPL. COST

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New Hampshire Department of Technology and Safety and New Hampshire Department of Information Technology are included as additional insured (except workers' compensation) where required by written contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

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
of Marsh USA Inc.

Timothy M. Sasser

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT P
BILL OF MATERIALS

Attached are:

1. The Bill of Materials for Contract 2012-069 and
2. The Secured Bill of Materials for Contract 2012-069

Legend: Core Equipment
Optional
UC Equipment

Exhibit P - Bill of Materials

For Adds and Deletions see Tabs labeled below.

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	Value Engineering: ADJUSTED QTY	Value Engineering: Unit Price	Value Engineering: Total Price
Section 1.0 - Core Network & Datacenter Equipment												
Section 1.1 - Core Network 27 Hazen Hazen Drive												
N7K-M148GT-11=	N7K-M148GT-11=	Cisco	Nexus 7000-48 Port 10/100/1000 RJ-45	15,000.00	0.384	14,942.40	3	$ 5,760.00	$ 17,280	[redacted]	$ 5,760	$ 17,280
	ASA5585-S20P20XK9	Cisco	ASA 5585-X Chas w/ SSP20,IPS SSP20,16GE,4 SFP+,2 AC,3DES/AES	114,995.00	0.384	114,553.42	1	$ 44,158.08	$ 44,158	1	$ 44,158	$ 44,158
ASA-5585-HZN-1												
Accessories											$ -	
ASA-IPS-20-INC-K9	ASA-IPS-20-INC-K9	Cisco	ASA 5585-X IPS Security Services Processor-20 with 8GE	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA-SSP-20-INC	ASA-SSP-20-INC	Cisco	ASA 5585-X Security Services Processor-20 with 8GE	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5585-BLANK-HD	ASA5585-BLANK-HD	Cisco	ASA 5585-X Hard Drive Blank Slot Cover	Included	0.000	0.00	4	Included	Included	4	Included	Included
GLC-LH-SM	GLC-LH-SM	Cisco	GE SFP, LC connector LX/LH transceiver	995.00	0.384	991.18	1	$ 382.08	$ 382	1	$ 382	$ 382
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	2	$ 574.08	$ 1,148	2	$ 574	$ 1,148
Cables											$ -	
CAB-C19-CBN	CAB-C19-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Computer S/W											$ -	
ASA-VPN-CLNT-K9	ASA-VPN-CLNT-K9	Cisco	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-ENCR-K9	ASA5500-ENCR-K9	Cisco	ASA 5500 Strong Encryption License (3DES/AES)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5585-SEC-PL	ASA5585-SEC-PL	Cisco	ASA 5585-X Security Plus License (Enables 10G SFP+ Ports)	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA-IPS-7.1-K9	SF-ASA-IPS-7.1-K9	Cisco	ASA 5585-X IPS Software 7.1 for IPS SSP	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA5585-8.2-K8	SF-ASA5585-8.2-K8	Cisco	ASA 5500 Series Software Version 8.2 for ASA 5585-X, DES	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-SC-20	ASA5500-SC-20	Cisco	ASA 5500 20 Security Contexts License	12,500.00	0.384	12,452.00	1	$ 4,800.00	$ 4,800	1	$ 4,800	$ 4,800
Power Supplies											$ -	
ASA5585-PWR-AC	ASA5585-PWR-AC	Cisco	ASA 5585-X AC Power Supply	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-P2SP-A8SS2P2X	CON-P2SP-A8SS2P2X	Cisco	PM2, 24X7X4 ASA 5585-X Chas w/ SSP20,IPS SSP20,16GE	17,519.00	0.480	17,434.91	3	$ 8,409.12	$ 25,227	3	$ 8,409	$ 25,227
						ASA-5585-HZN-1					$ -	
ASR-1K-HZN	ASR1002-10G/K9	Cisco	ASR1002 w/ESP-10G,AESK9,4GB DRAM	55,000.00	0.384	54,788.80	1	$ 21,120.00	$ 21,120	1	$ 21,120	$ 21,120
Accessories											$ -	
ASR1000-SPA	ASR1000-SPA	Cisco	SPA for ASR1000; No Physical Part; For Tracking Only	Included	0.000	0.00	2	Included	Included	2	Included	Included
Cables											$ -	
CAB-AC-RA	CAB-AC-RA	Cisco	Power Cord,110V, Right Angle	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	1	$ 766.08	$ 766	1	$ 766	$ 766
Power Supplies											$ -	
ASR1002-PWR-AC	ASR1002-PWR-AC	Cisco	Cisco ASR1002 AC Power Supply	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Router Blades											$ -	
ASR1000-ESP10	ASR1000-ESP10	Cisco	Cisco ASR1000 Embedded Services Processor, 10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
SASR1R1-AESK9-34S	SASR1R1-AESK9-34S	Cisco	Cisco ASR 1000 Series RP1 ADVANCED ENTERPRISE SERVICES	Included	0.000	0.00	1	Included	Included	1	Included	Included
SPA-1X10GE-L-V2	SPA-1X10GE-L-V2	Cisco	Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	20,000.00	0.384	19,923.20	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680
SPA-5X1GE-V2	SPA-5X1GE-V2	Cisco	Cisco 5-Port Gigabit Ethernet Shared Port Adapter	18,000.00	0.384	17,930.88	1	$ 6,912.00	$ 6,912	1	$ 6,912	$ 6,912
Services											$ -	
CON-SNTP-1X10GEV2	CON-SNTP-1X10GEV2	Cisco	SMARTNET 24X7X4 1-Pt 10GE LAN-PHY Shared PT Adptr	1,280.00	0.480	1,273.86	3	$ 614.40	$ 1,843	3	$ 614	$ 1,843

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CON-SNTP-210GK9	CON-SNTP-210GK9	Cisco	SMARTNET 24X7X4 ASR1002 w/ESP-10G,AESK9	1,843.00	0.480	1,834.15	3	$ 884.64	$ 2,654	3	$ 885	$ 2,654
CON-SNTP-5X1GEV2	CON-SNTP-5X1GEV2	Cisco	SMARTNET 24X7X4 5-Pt Gigabit Enet Shared Pt Adptr	1,152.00	0.480	1,146.47	3	$ 552.96	$ 1,659	3	$ 553	$ 1,659
CON-SNTP-AESK934S	CON-SNTP-AESK934S	Cisco	SMARTNET 24X7X4 Cisco ASR 1000 Series RP1 ADVANCED ENTER	704.00	0.480	700.62	3	$ 337.92	$ 1,014	3	$ 338	$ 1,014
CON-SNTP-ASRESP10	CON-SNTP-ASRESP10	Cisco	SMARTNET 24X7X4 Cisco ASR1000 Embedded Services Processo	2,765.00	0.480	2,751.73	3	$ 1,327.20	$ 3,982	3	$ 1,327	$ 3,982
							ASR-1K-HZN				$ -	
ASR-9K-HZN-1	ASR-9006-AC-BUN	Cisco	ASR 9006 Base Sysem AC Bundle	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
Accessories											$ -	
A9K-LC-FILR	A9K-LC-FILR	Cisco	A9K Line Card Slot Filler	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASR-9006-FAN	ASR-9006-FAN	Cisco	ASR-9006 Fan Tray	Included	0.000	0.00	2	Included	Included	2	Included	Included
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	16	$ 574.08	$ 9,185	16	$ 574	$ 9,185
SFP-GE-S	SFP-GE-S	Cisco	1000BASE-SX SFP (DOM)	550.00	0.384	547.89	20	$ 211.20	$ 4,224	20	$ 211	$ 4,224
SFP-GE-T	SFP-GE-T	Cisco	1000BASE-T SFP (NEBS 3 ESD)	440.00	0.384	438.31	20	$ 168.96	$ 3,379	20	$ 169	$ 3,379
Cables											$ -	
CAB-AC-2500W-US1	CAB-AC-2500W-US1	Cisco	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CommDev-S\W											$ -	
A9K-04.01	A9K-04.01	Cisco	Cisco IOS XR IP/MPLS Core Software	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-AIP-LIC-B	A9K-AIP-LIC-B	Cisco	L3VPN Line Card License, for use with -B or -L Line Cards	20,000.00	0.384	19,923.20	2	$ 7,680.00	$ 15,360	2	$ 7,680	$ 15,360
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	1	$ 766.08	$ 766	1	$ 766	$ 766
XFP-10GLR-OC192SR	XFP-10GLR-OC192SR	Cisco	Multirate XFP module for 10GBASE-LR and OC192 SR-1	4,000.00	0.384	3,984.64	1	$ 1,536.00	$ 1,536	1	$ 1,536	$ 1,536
PowerSupplies											$ -	
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	Included	0.000	0.00	2	Included	Included	2	Included	Included
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	2,800.00	0.384	2,789.25	1	$ 1,075.20	$ 1,075	1	$ 1,075	$ 1,075
Router Accessories											$ -	
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	32,000.00	0.384	31,877.12	1	$ 12,288.00	$ 12,288	1	$ 12,288	$ 12,288
Router Blades											$ -	
A9K-16T/8-B	A9K-16T/8-B	Cisco	16-Port 10GE DX Medium Queue Line Card, Requires SFPs	170,000.00	0.384	169,347.20	1	$ 65,280.00	$ 65,280	1	$ 65,280	$ 65,280
A9K-40GE-B	A9K-40GE-B	Cisco	40-Port GE Line Card, Requires SFPs	65,000.00	0.384	64,750.40	1	$ 24,960.00	$ 24,960	1	$ 24,960	$ 24,960
A9K-4T-L	A9K-4T-L	Cisco	4-Port 10GE Low Queue Line Card, Requires XFPs	37,000.00	0.384	36,857.92	1	$ 14,208.00	$ 14,208	1	$ 14,208	$ 14,208
Services											$ -	
CON-SNT-A9K16T8B	CON-SNT-A9K16T8B	Cisco	SMARTNET 8X5XNBD 16-Port 10GE DX Medium Queue Line Card,	8,670.00	0.480	8,628.38	3	$ 4,161.60	$ 12,485	3	$ 4,162	$ 12,485
CON-SNT-A9K4TL	CON-SNT-A9K4TL	Cisco	SMARTNET 8X5XNBD 4-Port 10GE Low Queue	1,887.00	0.480	1,877.94	3	$ 905.76	$ 2,717	3	$ 906	$ 2,717
CON-SNTP-A9K0401	CON-SNTP-A9K0401	Cisco	SMARTNET 24X7X4 Cisco IOS XR IP/MPLS Core Software	765.00	0.480	761.33	3	$ 367.20	$ 1,102	3	$ 367	$ 1,102
CON-SNTP-A9K40GEB	CON-SNTP-A9K40GEB	Cisco	SMARTNET 24X7X4 40-Port GE Line Card, Requires SFPs	5,304.00	0.480	5,278.54	3	$ 2,545.92	$ 7,638	3	$ 2,546	$ 7,638
CON-SNTP-A9KRSP4G	CON-SNTP-A9KRSP4G	Cisco	SMARTNET 24X7X4 Route Switch Processor 4G Memory	2,611.00	0.480	2,598.47	6	$ 1,253.28	$ 7,520	6	$ 1,253	$ 7,520
CON-SNTP-ASRACBUN	CON-SNTP-ASRACBUN	Cisco	SMARTNET 24X7X4 ASR 9006 Base Sysem AC Bundle	987.00	0.480	982.26	1	$ 473.76	$ 474	1	$ 474	$ 474
							ASR-9K-HZN-1				$ -	
ASR-9K-HZN-2	ASR-9006-AC-BUN	Cisco	ASR 9006 Base Sysem AC Bundle	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
Accessories											$ -	
A9K-LC-FILR	A9K-LC-FILR	Cisco	A9K Line Card Slot Filler	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASR-9006-FAN	ASR-9006-FAN	Cisco	ASR-9006 Fan Tray	Included	0.000	0.00	2	Included	Included	2	Included	Included
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	16	$ 574.08	$ 9,185	16	$ 574	$ 9,185
SFP-GE-S	SFP-GE-S	Cisco	1000BASE-SX SFP (DOM)	550.00	0.384	547.89	20	$ 211.20	$ 4,224	20	$ 211	$ 4,224
SFP-GE-T	SFP-GE-T	Cisco	1000BASE-T SFP (NEBS 3 ESD)	440.00	0.384	438.31	20	$ 168.96	$ 3,379	20	$ 169	$ 3,379
Cables											$ -	

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CAB-AC-2500W-US1	CAB-AC-2500W-US1	Cisco	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	0.00	0.000	0.00	3	Included	Included	3	Included	Included
Licenses-SW											$ -	
A9K-04.01	A9K-04.01	Cisco	Cisco IOS XR IP/MPLS Core Software	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-AIP-LIC-B	A9K-AIP-LIC-B	Cisco	L3VPN Line Card License, for use with -B or -L Line Cards	20,000.00	0.384	19,923.20	2	$ 7,680.00	$ 15,360	2	$ 7,680	$ 15,360
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	1	$ 766.08	$ 766	1	$ 766	$ 766
XFP-10GLR-OC192SR	XFP-10GLR-OC192SR	Cisco	Multirate XFP module for 10GBASE-LR and OC192 SR-1	4,000.00	0.384	3,984.64	1	$ 1,536.00	$ 1,536	1	$ 1,536	$ 1,536
Power Supplies											$ -	
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	Included	0.000	0.00	2	Included	Included	2	Included	Included
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	2,800.00	0.384	2,789.25	1	5 1,075.20	$ 1,075	1	$ 1,075	$ 1,075
Router Accessories											$ -	
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	32,000.00	0.384	31,877.12	1	$ 12,288.00	$ 12,288	1	$ 12,288	$ 12,288
Router Blades											$ -	
A9K-16T/8-B	A9K-16T/8-B	Cisco	16-Port 10GE DX Medium Queue Line Card, Requires SFPs	170,000.00	0.384	169,347.20	1	$ 65,280.00	$ 65,280	1	$ 65,280	$ 65,280
A9K-40GE-B	A9K-40GE-B	Cisco	40-Port GE Line Card, Requires SFPs	65,000.00	0.384	64,750.40	1	$ 24,960.00	$ 24,960	1	$ 24,960	$ 24,960
A9K-4T-L	A9K-4T-L	Cisco	4-Port 10GE Low Queue Line Card, Requires XFPs	37,000.00	0.384	36,857.92	1	$ 14,208.00	$ 14,208	1	$ 14,208	$ 14,208
Services											$ -	
CON-SNT-A9K16T8B	CON-SNT-A9K16T8B	Cisco	SMARTNET 8X5XNBD 16-Port 10GE DX Medium Queue Line Card.	8,670.00	0.480	8,628.38	3	$ 4,161.60	$ 12,485	3	$ 4,162	$ 12,485
CON-SNT-A9K40GEB	CON-SNT-A9K40GEB	Cisco	SMARTNET 8X5XNBD 40-Port GE Line Card, Requires SFPs	3,315.00	0.480	3,299.09	3	$ 1,591.20	$ 4,774	3	$ 1,591	$ 4,774
CON-SNT-A9K4TL	CON-SNT-A9K4TL	Cisco	SMARTNET 8X5XNBD 4-Port 10GE Low Queue	1,887.00	0.480	1,877.94	3	$ 905.76	$ 2,717	3	$ 906	$ 2,717
CON-SNT-ASRACBUN	CON-SNT-ASRACBUN	Cisco	SMARTNET 8X5XNBD ASR 9006 Base Sysem AC Bundle	617.00	0.480	614.04	3	$ 296.16	$ 888	3	$ 296	$ 888
CON-SNTP-A9K0401	CON-SNTP-A9K0401	Cisco	SMARTNET 24X7X4 Cisco IOS XR IP/MPLS Core Software	765.00	0.480	761.33	3	$ 367.20	$ 1,102	3	$ 367	$ 1,102
CON-SNTP-A9KRSP4G	CON-SNTP-A9KRSP4G	Cisco	SMARTNET 24X7X4 Route Switch Processor 4G Memory	2,611.00	0.480	2,598.47	6	$ 1,253.28	$ 7,520	6	$ 1,253	$ 7,520
						ASR-9K-HZN-2					$ -	
						Sub Total Section 1.1		$	514,441		$ -	$ 514,441
Section 1.2 - Core Datacenter - 27 Hazen Drive											$ -	
NEXUS-2K-HZN-1	N2K-C2248TP-1GE	Cisco	N2K GE, 2 AC PS, 1 Fan (Std Air) , 48x100/1000-T+4x10GE	9,000.00	0.384	8,965.44	7	$ 3,456.00	$ 24,192	7	$ 3,456	$ 24,192
Accessories											$ -	
CAB-C13-CBN	CAB-C13-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.000	0.00	14	Included	Included	14	Included	Included
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	28	$ 574.08	$ 16,074	28	$ 574	$ 16,074
Services											$ -	
CON-SNTP-N2248T	CON-SNTP-N2248T	Cisco	SMARTNET 24X7X4 N2K GE,1PS,1FanMod,48x1G-BaseT+4x10GE	360.00	0.480	358.27	21	$ 172.80	$ 3,629	21	$ 173	$ 3,629
						NEXUS-2K-HZN-1					$ -	
NEXUS-7K-HZN-1	N7K-C7010-BUN-R	Cisco	Nexus 7010 Bundle (Chassis,(2)SUP1,(3)FAB1,(3)AC-6KW PSU)	79,000.00	0.384	78,696.64	1	$ 30,336.00	$ 30,336	1	$ 30,336	$ 30,336
Accessories											$ -	
DCNM-N7K-PAK	DCNM-N7K-PAK	Cisco	DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis	Included	0.000	0.00	1	Included	Included	1	Included	Included
N7K-C7010-FAB1-BUN	N7K-C7010-FAB1-BUN	Cisco	Nexus 7000 - 10 Slot Chassis - 46Gbps/Slot Fabric Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
N7K-SUP1-8GBUPG	N7K-SUP1-8GBUPG	Cisco	Nexus 7000 Supervisor 1 8GB Memory Upgrade Kit	Included	0.000	0.00	2	Included	Included	2	Included	Included
DCNM-N7K-K9	DCNM-N7K-K9	Cisco	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
N7K-ADV1K9	N7K-ADV1K9	Cisco	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	20,000.00	0.384	19,923.20	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680

Name	Catalog number	Vender	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
N7K-LAN1K9	N7K-LAN1K9	Cisco	Nexus 7000 LAN Enterprise License (L3 protocols)	15,000.00	0.384	14,942.40	1	$ 5,760.00	$ 5,760	1	$ 5,760	$ 5,760
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	64	$ 574.08	$ 36,741	64	$ 574	$ 36,741
Cables											$ -	
CAB-C19-CBN	CAB-C19-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	0.00	0.000	0.00	6	Included	Included	6	Included	Included
CommDev-S\W											$ -	
N7KS1K9-51	N7KS1K9-51	Cisco	Cisco NX-OS Release 5.1	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies										-	$ -	
N7K-AC-6.0KW	N7K-AC-6.0KW	Cisco	Nexus 7000 - 6.0KW AC Power Supply Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
Switch Blades											$ -	
N7K-SUP1-BUN	N7K-SUP1-BUN	Cisco	Nexus 7000 - Supervisor 1, Includes External 8GB Flash	Included	0.000	0.00	2	Included	Included	2	Included	Included
N7K-M132XP-12L	N7K-M132XP-12L	Cisco	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric Req.	70,000.00	0.384	69,731.20	2	$ 26,880.00	$ 53,760	2	$ 26,880	$ 53,760
Services											$ -	
CON-SAU-N7DCNM	CON-SAU-N7DCNM	Cisco	SW APP SUPP + UPGR DCNM License for one Nexus 7000 Chassis	2,000.00	0.480	1,990.40	3	$ 960.00	$ 2,880	3	$ 960	$ 2,880
CON-SAU-N7PAK	CON-SAU-N7PAK	Cisco	SW APP SUPP + UPGR License for a Pack of Nexus 7000 Chassis	0.00	0.480	0.00	3	Included	Included	3	Included	Included
CON-SNTP-C701BR	CON-SNTP-C701BR	Cisco	SMARTNET 24X7X4 Nexus 7010 Bundle	13,581.00	0.480	13,515.81	3	$ 6,518.88	$ 19,557	3	$ 6,519	$ 19,557
						NEXUS-7K-HZN-1					$ -	
NEXUS-7K-HZN-2	N7K-C7010-BUN-R	Cisco	Nexus 7010 Bundle (Chassis,(2)SUP1,(3)FAB1,(3)AC-6KW PSU)	79,000.00	0.384	78,696.64	1	$ 30,336.00	$ 30,336	1	$ 30,336	$ 30,336
Accessories											$ -	
DCNM-N7K-PAK	DCNM-N7K-PAK	Cisco	DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis	Included	0.000	0.00	1	Included	Included	1	Included	Included
N7K-C7010-FAB1-BUN	N7K-C7010-FAB1-BUN	Cisco	Nexus 7000 - 10 Slot Chassis - 46Gbps/Slot Fabric Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
N7K-SUP1-8GBUPG	N7K-SUP1-8GBUPG	Cisco	Nexus 7000 Supervisor 1 8GB Memory Upgrade Kit	Included	0.000	0.00	2	Included	Included	2	Included	Included
DCNM-N7K-K9	DCNM-N7K-K9	Cisco	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
N7K-ADV1K9	N7K-ADV1K9	Cisco	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	20,000.00	0.384	19,923.20	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680
N7K-LAN1K9	N7K-LAN1K9	Cisco	Nexus 7000 LAN Enterprise License (L3 protocols)	15,000.00	0.384	14,942.40	1	$ 5,760.00	$ 5,760	1	$ 5,760	$ 5,760
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	64	$ 574.08	$ 36,741	64	$ 574	$ 36,741
Cables											$ -	
CAB-C19-CBN	CAB-C19-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	0.00	0.000	0.00	6	Included	Included	6	Included	Included
CommDev-S\W											$ -	
N7KS1K9-51	N7KS1K9-51	Cisco	Cisco NX-OS Release 5.1	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies											$ -	
N7K-AC-6.0KW	N7K-AC-6.0KW	Cisco	Nexus 7000 - 6.0KW AC Power Supply Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
Switch Blades											$ -	
N7K-SUP1-BUN	N7K-SUP1-BUN	Cisco	Nexus 7000 - Supervisor 1, Includes External 8GB Flash	Included	0.000	0.00	2	Included	Included	2	Included	Included
N7K-M132XP-12L	N7K-M132XP-12L	Cisco	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric Req.	70,000.00	0.384	69,731.20	2	$ 26,880.00	$ 53,760	2	$ 26,880	$ 53,760
Services											$ -	
CON-SAU-N7DCNM	CON-SAU-N7DCNM	Cisco	SW APP SUPP + UPGR DCNM License for one Nexus 7000 Chassis	2,000.00	0.480	1,990.40	3	$ 960.00	$ 2,880	3	$ 960	$ 2,880
CON-SAU-N7PAK	CON-SAU-N7PAK	Cisco	SW APP SUPP + UPGR License for a Pack of Nexus 7000 Chassis	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CON-SNTP-C701BR	CON-SNTP-C701BR	Cisco	SMARTNET 24X7X4 Nexus 7010 Bundle	13,581.00	0.480	13,515.81	3	$ 6,518.88	$ 19,557	3	$ 6,519	$ 19,557
						NEXUS-7K-HZN-2					$ -	
						Sub Total Section 1.2			$ 365,003		$ -	$ 365,003

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
VS-C6509E-HZN-DS	VS-C6509E-S720-10G	Cisco	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY incl. VSS	37,995.00	0.384	37,849.10	1	$ 14,590.08	$ 14,590	1	$ 14,590	$ 14,590
Accessories											$ -	
VS-F6K-MSFC3	VS-F6K-MSFC3	Cisco	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	0.000	0.00	2	Included	Included	2	Included	Included
VS-F6K-PFC3C	VS-F6K-PFC3C	Cisco	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	0.000	0.00	2	Included	Included	2	Included	Included
WS-F6700-CFC	WS-F6700-CFC	Cisco	Catalyst 6500 Central Fwd Card for WS-X67xx modules	Included	0.000	0.00	2	Included	Included	2	Included	Included
GLC-LH-SM=	GLC-LH-SM=	Cisco	GE SFP,LC connector LX/LH transceiver	995.00	0.384	991.18	12	$ 382.08	$ 4,585	12	$ 382	$ 4,585
GLC-SX-MM=	GLC-SX-MM=	Cisco	GE SFP, LC connector SX transceiver	500.00	0.384	498.08	12	$ 192.00	$ 2,304	12	$ 192	$ 2,304
CommDev-S\W											$ -	
SV33AIK9-12233SXI	SV33AIK9-12233SXI	Cisco	Cisco CAT6000-VSS720 IOS ADVANCED IP SERVICES SSH	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
LAN Switch											$ -	
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	4	$ 766.08	$ 3,064	4	$ 766	$ 3,064
Memory											$ -	
MEM-C6K-CPTFL1GB	MEM-C6K-CPTFL1GB	Cisco	Catalyst 6500 Compact Flash Memory 1GB	Included	0.000	0.00	2	Included	Included	2	Included	Included
MEM-XCEF720-256M	MEM-XCEF720-256M	Cisco	Catalyst 6500 256MB DDR, xCEF720 (67xx interface. DFC3A)	Included	0.000	0.00	2	Included	Included	2	Included	Included
Power Supplies											$ -	
WS-CAC-4000W-US	WS-CAC-4000W-US	Cisco	4000Watt AC Power Supply for US (cable attached)	5,000.00	0.384	4,980.80	2	$ 1,920.00	$ 3,840	2	$ 1,920	$ 3,840
Router Accessories											$ -	
BF-S720-64MB-RP	BF-S720-64MB-RP	Cisco	Bootflash for SUP720-64MB-RP	Included	0.000	0.00	2	Included	Included	2	Included	Included
CF-ADAPTER-SP	CF-ADAPTER-SP	Cisco	SP adapter for SUP720 and SUP720-10G	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Switch Accessories											$ -	
WS-C6509-E-FAN	WS-C6509-E-FAN	Cisco	Catalyst 6509-E Chassis Fan Tray	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
VS-S720-10G	VS-S720-10G	Cisco	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	0.000	0.00	2	Included	Included	2	Included	Included
VS-S720-10G-3C	VS-S720-10G-3C	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C	Included	0.000	0.00	1	Included	Included	1	Included	Included
VS-S720-10G-3C	VS-S720-10G-3C	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C	38,000.00	0.384	37,854.08	1	$ 14,592.00	$ 14,592	1	$ 14,592	$ 14,592
WS-X6724-SFP	WS-X6724-SFP	Cisco	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	15,000.00	0.384	14,942.40	2	$ 5,760.00	$ 11,520	2	$ 5,760	$ 11,520
						VS-C6509E-HZN-DS Sub Total Setion1.3			$ 58,335		$ -	$ 58,335
Section 1.4 - Core Network 129 Plesant St. (Brown Building)											$ -	
ASR-9K-BR	ASR-9006-AC-BUN	Cisco	ASR 9006 Base Sysem AC Bundle	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
Accessories											$ -	
A9K-LC-FILR	A9K-LC-FILR	Cisco	A9K Line Card Slot Filler	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASR-9006-FAN	ASR-9006-FAN	Cisco	ASR-9006 Fan Tray	Included	0.000	0.00	2	Included	Included	2	Included	Included
SFP-GE-S	SFP-GE-S	Cisco	1000BASE-SX SFP (DOM)	550.00	0.384	547.89	40	$ 211.20	$ 8,448	40	$ 211	$ 8,448
Cables											$ -	
CAB-AC-2500W-US1	CAB-AC-2500W-US1	Cisco	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CommDev-S\W											$ -	
A9K-04.01	A9K-04.01	Cisco	Cisco IOS XR IP/MPLS Core Software	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-AIP-LIC-B	A9K-AIP-LIC-B	Cisco	L3VPN Line Card License, for use with -B or -L Line Cards	20,000.00	0.384	19,923.20	3	$ 7,680.00	$ 23,040	3	$ 7,680	$ 23,040
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	10	$ 766.08	$ 7,661	10	$ 766	$ 7,661
XFP-10GLR-OC192SR	XFP-10GLR-OC192SR	Cisco	Multirate XFP module for 10GBASE-LR and OC192 SR-1	4,000.00	0.384	3,984.64	2	$ 1,536.00	$ 3,072	2	$ 1,536	$ 3,072
Power Supplies											$ -	
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	Included	0.000	0.00	2	Included	Included	2	Included	Included
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	2,800.00	0.384	2,789.25	1	$ 1,075.20	$ 1,075	1	$ 1,075	$ 1,075
Router Accessories											$ -	
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	Included		0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	32,000.00	0.384	31,877.12	1	$ 12,288.00	$ 12,288	1	$ 12,288	$ 12,288
Router Blades											$ -	
A9K-2T20GE-B	A9K-2T20GE-B	Cisco	2-Port 10GE, 20-Port GE Line Card, Requires XFPs and SFPs	65,000.00	0.384	64,750.40	2	$ 24,960.00	$ 49,920	2	$ 24,960	$ 49,920
A9K-8T/4-B	A9K-8T/4-B	Cisco	8-Port 10GE DX Line Card, Requires XFPs	85,000.00	0.384	84,673.60	1	$ 32,640.00	$ 32,640	1	$ 32,640	$ 32,640
Services											$ -	
CON-SNT-A9K2T2GB	CON-SNT-A9K2T2GB	Cisco	SMARTNET 8XSXNBD 2-Port 10GE, 20-Port	3,315.00	0.480	3,299.09	6	$ 1,591.20	$ 9,547	6	$ 1,591	$ 9,547
CON-SNTP-A9K0401	CON-SNTP-A9K0401	Cisco	SMARTNET 24X7X4 Cisco IOS XR IP/MPLS Core Software	765.00	0.480	761.33	3	$ 367.20	$ 1,102	3	$ 367	$ 1,102
CON-SNTP-A9K8T4B	CON-SNTP-A9K8T4B	Cisco	SMARTNET 24X7X4 8-Port 10GE DX Line	6,936.00	0.480	6,902.71	3	$ 3,329.28	$ 9,988	3	$ 3,329	$ 9,988
CON-SNTP-A9KRSP4G	CON-SNTP-A9KRSP4G	Cisco	SMARTNET 24X7X4 Route Switch Processor 4G Memory	2,611.00	0.480	2,598.47	6	$ 1,253.28	$ 7,520	6	$ 1,253	$ 7,520
CON-SNTP-ASRACBUN	CON-SNTP-ASRACBUN	Cisco	SMARTNET 24X7X4 ASR 9006 Base Sysem AC Bundle	987.00	0.480	982.26	1	$ 473.76	$ 474	1	$ 474	$ 474
							ASR-9K-BR				$ -	
						SubTotal Section 1.4			$ 170,614		$ -	$ 170,614
Section 1.5 - Core Network Capitol Street (Annex)											$ -	
SUP-720-ANX-1	VS-S720-10G-3C=	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE MSFC3 PFC3C	38,000.00	0.384	37,854.08	1	$ 14,592.00	$ 14,592	1	$ 14,592	$ 14,592
Accessories											$ -	
VS-F6K-MSFC3	VS-F6K-MSFC3	Cisco	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	0.000	0.00	1	Included	Included	1	Included	Included
VS-F6K-PFC3C	VS-F6K-PFC3C	Cisco	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
SV33ISK9C-12233SXI	SV33ISK9C-12233SXI	Cisco	Cisco CAT6000-VSS720 IOS IP SERVICES SSH - DEFAULT	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LAN Switch											$ -	
X2-10GB-LR	X2-10GB-LR	Cisco	10GBASE-LR X2 Module	4,000.00	0.384	3,984.64	1	$ 1,536.00	$ 1,536	1	$ 1,536	$ 1,536
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	1	$ 766.08	$ 766	1	$ 766	$ 766
Memory											$ -	
MEM-C6K-CPTFL1GB	MEM-C6K-CPTFL1GB	Cisco	Catalyst 6500 Compact Flash Memory 1GB	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Accessories											$ -	
BF-S720-64MB-RP	BF-S720-64MB-RP	Cisco	Bootflash for SUP720-64MB-RP	Included	0.000	0.00	1	Included	Included	1	Included	Included
CF-ADAPTER-SP	CF-ADAPTER-SP	Cisco	SP adapter for SUP720 and SUP720-10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
VS-S720-10G	VS-S720-10G	Cisco	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	0.000	0.00	1	Included	Included	1	Included	Included
							SUP-720-ANX-1				$ -	
SUP-720-ANX-2	VS-S720-10G-3C=	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE MSFC3 PFC3C	38,000.00	0.384	37,854.08	1	$ 14,592.00	$ 14,592	1	$ 14,592	$ 14,592
Accessories											$ -	
VS-F6K-MSFC3	VS-F6K-MSFC3	Cisco	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	0.000	0.00	1	Included	Included	1	Included	Included
VS-F6K-PFC3C	VS-F6K-PFC3C	Cisco	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
SV33ISK9C-12233SXI	SV33ISK9C-12233SXI	Cisco	Cisco CAT6000-VSS720 IOS IP SERVICES SSH - DEFAULT	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LAN Switch											$ -	
X2-10GB-LR	X2-10GB-LR	Cisco	10GBASE-LR X2 Module	4,000.00	0.384	3,984.64	1	$ 1,536.00	$ 1,536	1	$ 1,536	$ 1,536
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	1	$ 766.08	$ 766	1	$ 766	$ 766
Memory											$ -	
MEM-C6K-CPTFL1GB	MEM-C6K-CPTFL1GB	Cisco	Catalyst 6500 Compact Flash Memory 1GB	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Accessories											$ -	
BF-S720-64MB-RP	BF-S720-64MB-RP	Cisco	Bootflash for SUP720-64MB-RP	Included	0.000	0.00	1	Included	Included	1	Included	Included
CF-ADAPTER-SP	CF-ADAPTER-SP	Cisco	SP adapter for SUP720 and SUP720-10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
VS-S720-10G	VS-S720-10G	Cisco	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
						Sub Total Section 1.5		$	33,788		$ -	$ 33,788
ection 1.6 - Core Datacenter	Plesant Street (APS)										$ -	
NEXUS-2K-APS	N2K-C2248TP-1GE	Cisco	N2K GE, 2 AC PS, 1 Fan (Std Air) , 48x100/1000-T+4x10GE	9,000.00	0.384	8,965.44	2	$ 3,456.00	$ 6,912	2	$ 3,456	$ 6,912
Accessories											$ -	
CAB-C13-CBN	CAB-C13-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	0.00	0.000	0.00	4	Included	Included	4	Included	Included
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	8	$ 574.08	$ 4,593	8	$ 574	$ 4,593
Services											$ -	
CON-SNTP-N2248T	CON-SNTP-N2248T	Cisco	SMARTNET 24X7X4 N2K GE,1PS,1FanMod,48x1G-BaseT+4x10GE	360.00	0.480	358.27	6	$ 172.80	$ 1,037	6	$ 173	$ 1,037
						NEXUS-2K-APS					$ -	
NEXUS-7K-APS	N7K-C7010-BUN-R	Cisco	Nexus 7010 Bundle (Chassis,(2)SUP1,(3)FAB1,(3)AC-6KW PSU)	79,000.00	0.384	78,696.64	1	$ 30,336.00	$ 30,336	1	$ 30,336	$ 30,336
Accessories											$ -	
DCNM-N7K-PAK	DCNM-N7K-PAK	Cisco	DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis	Included	0.000	0.00	1	Included	Included	1	Included	Included
N7K-C7010-FAB1-BUN	N7K-C7010-FAB1-BUN	Cisco	Nexus 7000 - 10 Slot Chassis - 46Gbps/Slot Fabric Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
N7K-SUP1-8GBUPG	N7K-SUP1-8GBUPG	Cisco	Nexus 7000 Supervisor 1 8GB Memory Upgrade Kit	Included	0.000	0.00	2	Included	Included	2	Included	Included
DCNM-N7K-K9	DCNM-N7K-K9	Cisco	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
N7K-ADV1K9	N7K-ADV1K9	Cisco	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	20,000.00	0.384	19,923.20	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680
N7K-LAN1K9	N7K-LAN1K9	Cisco	Nexus 7000 LAN Enterprise License (L3 protocols)	15,000.00	0.384	14,942.40	1	$ 5,760.00	$ 5,760	1	$ 5,760	$ 5,760
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	64	$ 574.08	$ 36,741	64	$ 574	$ 36,741
Cables											$ -	
CAB-C19-CBN	CAB-C19-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	0.00	0.000	0.00	6	Included	Included	6	Included	Included
Operating SW											$ -	
N7KS1K9-51	N7KS1K9-51	Cisco	Cisco NX-OS Release 5.1	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies											$ -	
N7K-AC-6.0KW	N7K-AC-6.0KW	Cisco	Nexus 7000 - 6.0KW AC Power Supply Module	Included	0.000	0.00	3	Included	Included	3	Included	Included
Switch Blades											$ -	
N7K-SUP1-BUN	N7K-SUP1-BUN	Cisco	Nexus 7000 - Supervisor 1, Includes External 8GB Flash	Included	0.000	0.00	2	Included	Included	2	Included	Included
N7K-M132XP-12L	N7K-M132XP-12L	Cisco	Nexus 7000 - 32 Port 10GbE with XL Option, 80G Fabric req.	70,000.00	0.384	69,731.20	2	$ 26,880.00	$ 53,760	2	$ 26,880	$ 53,760
Services											$ -	
CON-SAU-N7DCNM	CON-SAU-N7DCNM	Cisco	SW APP SUPP + UPGR DCNM License for one Nexus 7000 Chassis	2,000.00	0.480	1,990.40	3	$ 960.00	$ 2,880	3	$ 960	$ 2,880
CON-SAU-N7PAK	CON-SAU-N7PAK	Cisco	SW APP SUPP + UPGR License for a Pack of Nexus 7000 Chassis	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CON-SNTP-C701BR	CON-SNTP-C701BR	Cisco	SMARTNET 24X7X4 Nexus 7010 Bundle	13,581.00	0.480	13,515.81	3	$ 6,518.88	$ 19,557	3	$ 6,519	$ 19,557
						NEXUS-7K-APS					$ -	
						Sub Total Section 1.6			$ 173,095		$ -	$ 173,095
Section 1.7 - Core Network	110 Smokey Bear (IPOC)										$ -	
ASA5585-SB	ASA5585-S20P20XK9	Cisco	ASA 5585-X Chas w/ SSP20,IPS SSP20,16GE,4 SFP+,2 AC,3DES/AES	114,995.00	0.384	114,553.42	1	$ 44,158.08	$ 44,158	1	$ 44,158	$ 44,158
Accessories											$ -	
ASA-IPS-20-INC-K9	ASA-IPS-20-INC-K9	Cisco	ASA 5585-X IPS Security Services Processor-20 with 8GE	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA-SSP-20-INC	ASA-SSP-20-INC	Cisco	ASA 5585-X Security Services Processor-20 with 8GE	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5585-BLANK-HD	ASA5585-BLANK-HD	Cisco	ASA 5585-X Hard Drive Blank Slot Cover	Included	0.000	0.00	4	Included	Included	4	Included	Included
GLC-LH-SM	GLC-LH-SM	Cisco	GE SFP, LC connector LX/LH transceiver	995.00	0.384	991.18	1	$ 382.08	$ 382	1	$ 382	$ 382
GLC-SX-MM	GLC-SX-MM	Cisco	GE SFP, LC connector SX transceiver	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
SFP-10G-SR	SFP-10G-SR	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	2	$ 574.08	$ 1,148	2	$ 574	$ 1,148

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CommDev-S\W											$ -	
ASA-VPN-CLNT-K9	ASA-VPN-CLNT-K9	Cisco	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-ENCR-K9	ASA5500-ENCR-K9	Cisco	ASA 5500 Strong Encryption License (3DES/AES)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5585-SEC-PL	ASA5585-SEC-PL	Cisco	ASA 5585-X Security Plus License (Enables 10G SFP+ Ports)	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA-IPS-7.1-K9	SF-ASA-IPS-7.1-K9	Cisco	ASA 5585-X IPS Software 7.1 for IPS SSP	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA5585-8.2-K8	SF-ASA5585-8.2-K8	Cisco	ASA 5500 Series Software Version 8.2 for ASA 5585-X, DES	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-SC-20	ASA5500-SC-20	Cisco	ASA 5500 20 Security Contexts License	12,500.00	0.384	12,452.00	1	$ 4,800.00	$ 4,800	1	$ 4,800	$ 4,800
PowerSupplies											$ -	
ASA5585-PWR-AC	ASA5585-PWR-AC	Cisco	ASA 5585-X AC Power Supply	Included	0.000	0.00	2	Included	Included	2	Included	Included
Switch Accessories											$ -	
CAB-US515P-C19-US	CAB-US515P-C19-US	Cisco	NEMA 5-15 to IEC-C19 13ft US	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-P2SP-A85S2P2X	CON-P2SP-A85S2P2X	Cisco	PM2, 24X7X4 ASA 5585-X Chas w/ SSP20,IPS SSP20,16GE	17,519.00	0.480	17,434.91	3	$ 8,409.12	$ 25,227	3	$ 8,409	$ 25,227
							ASA5585-SB				$ -	
ASR-1K-SB	ASR1002-10G/K9	Cisco	ASR1002 w/ESP-10G,AES K9,4GB DRAM	55,000.00	0.384	54,788.80	1	$ 21,120.00	$ 21,120	1	$ 21,120	$ 21,120
Accessories											$ -	
ASR1000-SPA	ASR1000-SPA	Cisco	SPA for ASR1000; No Physical Part; For Tracking Only	Included	0.000	0.00	2	Included	Included	2	Included	Included
Cables											$ -	
CAB-AC-RA	CAB-AC-RA	Cisco	Power Cord,110V, Right Angle	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	1			1	$ -	
PowerSupplies											$ -	
ASR1002-PWR-AC	ASR1002-PWR-AC	Cisco	Cisco ASR1002 AC Power Supply	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Router Blades											$ -	
ASR1000-ESP10	ASR1000-ESP10	Cisco	Cisco ASR1000 Embedded Services Processor, 10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
SASR1R1-AESK9-34S	SASR1R1-AESK9-34S	Cisco	Cisco ASR 1000 Series RP1 ADVANCED ENTERPRISE SERVICES	Included	0.000	0.00	1	Included	Included	1	Included	Included
SPA-1X10GE-L-V2	SPA-1X10GE-L-V2	Cisco	Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	20,000.00	0.384	19,923.20	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680
SPA-5X1GE-V2	SPA-5X1GE-V2	Cisco	Cisco 5-Port Gigabit Ethernet Shared Port Adapter	18,000.00	0.384	17,930.88	1	$ 6,912.00	$ 6,912	1	$ 6,912	$ 6,912
Services											$ -	
CON-SNTP-1X10GEV2	CON-SNTP-1X10GEV2	Cisco	SMARTNET 24X7X4 1-Pt 10GE LAN-PHY Shared PT Adptr	1,280.00	0.480	1,273.86	3	$ 614.40	$ 1,843	3	$ 614	$ 1,843
CON-SNTP-210GK9	CON-SNTP-210GK9	Cisco	SMARTNET 24X7X4 ASR1002 w/ESP-10G,AESK9	1,843.00	0.480	1,834.15	3	$ 884.64	$ 2,654	3	$ 885	$ 2,654
CON-SNTP-5X1GEV2	CON-SNTP-5X1GEV2	Cisco	SMARTNET 24X7X4 5-Pt Gigabit Enet Shared Pt Adptr	1,152.00	0.480	1,146.47	3	$ 552.96	$ 1,659	3	$ 553	$ 1,659
CON-SNTP-AESK934S	CON-SNTP-AESK934S	Cisco	SMARTNET 24X7X4 Cisco ASR 1000 Series RP1 ADVANCED ENTER	704.00	0.480	700.62	3	$ 337.92	$ 1,014	3	$ 338	$ 1,014
CON-SNTP-ASRESP10	CON-SNTP-ASRESP10	Cisco	SMARTNET 24X7X4 Cisco ASR1000 Embedded Services Processq	2,765.00	0.480	2,751.73	3	$ 1,327.20	$ 3,982	3	$ 1,327	$ 3,982
							ASR-1K-SB				$ -	
ASR-9K-SB	ASR-9006-AC-BUN	Cisco	ASR 9006 Base Sysem AC Bundle	10,000.00	0.384	9,961.60	1	$ 3,840.00	$ 3,840	1	$ 3,840	$ 3,840
Accessories											$ -	
A9K-LC-FILR	A9K-LC-FILR	Cisco	A9K Line Card Slot Filler	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASR-9006-FAN	ASR-9006-FAN	Cisco	ASR-9006 Fan Tray	Included	0.000	0.00	2	Included	Included	2	Included	Included
SFP-GE-S	SFP-GE-S	Cisco	1000BASE-SX SFP (DOM)	550.00	0.384	547.89	10	$ 211.20	$ 2,112	10	$ 211	$ 2,112
SFP-GE-T	SFP-GE-T	Cisco	1000BASE-T SFP (NEBS 3 ESD)	440.00	0.384	438.31	30	$ 168.96	$ 5,069	30	$ 169	$ 5,069
Cables											$ -	
CAB-AC-2500W-US1	CAB-AC-2500W-US1	Cisco	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CommDev-S\W											$ -	
A9K-04.01	A9K-04.01	Cisco	Cisco IOS XR IP/MPLS Core Software	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
A9K-AIP-LIC-B	A9K-AIP-LIC-B	Cisco	L3VPN Line Card License, for use with -B or -L Line Cards	20,000.00	0.384	19,923.20	3	$ 7,680.00	$ 23,040	3	$ 7,680	$ 23,040
Optical Products											$ -	
XFP-10G-MM-SR	XFP-10G-MM-SR	Cisco	10GBASE-SR XFP Module	1,995.00	0.384	1,987.34	2	$ 766.08	$ 1,532	2	$ 766	$ 1,532
XFP-10GLR-OC192SR	XFP-10GLR-OC192SR	Cisco	Multirate XFP module for 10GBASE-LR and OC192 SR-1	4,000.00	0.384	3,984.64	4	$ 1,536.00	$ 6,144	4	$ 1,536	$ 6,144
Power Supplies											$ -	
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	Included	0.000	0.00	2	Included	Included	2	Included	Included
A9K-3KW-AC	A9K-3KW-AC	Cisco	3kW AC Power Module	2,800.00	0.384	2,789.25	1	$ 1,075.20	$ 1,075	1	$ 1,075	$ 1,075
Router Accessories											$ -	
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	Included	0.000	0.00	1	Included	Included	1	Included	Included
A9K-RSP-4G	A9K-RSP-4G	Cisco	ASR9K Fabric, Controller 4G memory	32,000.00	0.384	31,877.12	1	$ 12,288.00	$ 12,288	1	$ 12,288	$ 12,288
Router Blades											$ -	
A9K-2T20GE-B	A9K-2T20GE-B	Cisco	2-Port 10GE, 20-Port GE Line Card, Requires XFPs and SFPs	65,000.00	0.384	64,750.40	2	$ 24,960.00	$ 49,920	2	$ 24,960	$ 49,920
A9K-8T/4-B	A9K-8T/4-B	Cisco	8-Port 10GE DX Line Card, Requires XFPs	85,000.00	0.384	84,673.60	1	$ 32,640.00	$ 32,640	1	$ 32,640	$ 32,640
Services											$ -	
CON-SNT-A9K2T2GB	CON-SNT-A9K2T2GB	Cisco	SMARTNET 8X5XNBD 2-Port 10GE, 20-Port	3,315.00	0.480	3,299.09	6	$ 1,591.20	$ 9,547	6	$ 1,591	$ 9,547
CON-SNT-ASRACBUN	CON-SNT-ASRACBUN	Cisco	SMARTNET 8X5XNBD ASR 9006 Base Sysem AC Bundle	617.00	0.480	614.04	1	$ 296.16	$ 296	1	$ 296	$ 296
CON-SNTP-A9K0401	CON-SNTP-A9K0401	Cisco	SMARTNET 24X7X4 Cisco IOS XR IP/MPLS Core Software	765.00	0.480	761.33	3	$ 367.20	$ 1,102	3	$ 367	$ 1,102
CON-SNTP-A9K8T4B	CON-SNTP-A9K8T4B	Cisco	SMARTNET 24X7X4 8-Port 10GE DX Line	6,936.00	0.480	6,902.71	3	$ 3,329.28	$ 9,988	3	$ 3,329	$ 9,988
CON-SNTP-A9KRSP4G	CON-SNTP-A9KRSP4G	Cisco	SMARTNET 24X7X4 Route Switch Processor 4G Memory	2,611.00	0.480	2,598.47	6	$ 1,253.28	$ 7,520	6	$ 1,253	$ 7,520
						ASR-9K-SB					$ -	
						Sub Total Section 1.7			$ 288,884		$ -	$ 288,884
Section 1.8 - Core 110 Smokey Bear (E911)											$ -	
SUP-720-SB-1	VS-S720-10G-3C=	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE MSFC3 PFC3C	38,000.00	0.384	37,854.08	1	$ 14,592.00	$ 14,592	1	$ 14,592	$ 14,592
Accessories											$ -	
VS-F6K-MSFC3	VS-F6K-MSFC3	Cisco	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	0.000	0.00	1	Included	Included	1	Included	Included
VS-F6K-PFC3C	VS-F6K-PFC3C	Cisco	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	0.000	0.00	1	Included	Included	1	Included	Included
Compact SW											$ -	
SV33ISK9C-12233SXI	SV33ISK9C-12233SXI	Cisco	Cisco CAT6000-VS5720 IOS IP SERVICES SSH - DEFAULT	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LAN Switch											$ -	
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	2	$ 766.08	$ 1,532	2	$ 766	$ 1,532
Memory											$ -	
MEM-C6K-CPTFL1GB	MEM-C6K-CPTFL1GB	Cisco	Catalyst 6500 Compact Flash Memory 1GB	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Accessories											$ -	
BF-S720-64MB-RP	BF-S720-64MB-RP	Cisco	Bootflash for SUP720-64MB-RP	Included	0.000	0.00	1	Included	Included	1	Included	Included
CF-ADAPTER-SP	CF-ADAPTER-SP	Cisco	SP adapter for SUP720 and SUP720-10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
VS-S720-10G	VS-S720-10G	Cisco	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	0.000	0.00	1	Included	Included	1	Included	Included
						SUP-720-SB-1					$ -	
SUP-720-SB-2	VS-S720-10G-3C=	Cisco	Cat 6500 Supervisor 720 with 2 ports 10GbE MSFC3 PFC3C	38,000.00	0.384	37,854.08	1	$ 14,592.00	$ 14,592	1	$ 14,592	$ 14,592
Accessories											$ -	
VS-F6K-MSFC3	VS-F6K-MSFC3	Cisco	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III	Included	0.000	0.00	1	Included	Included	1	Included	Included
VS-F6K-PFC3C	VS-F6K-PFC3C	Cisco	Catalyst 6500 Sup 720-10G Policy Feature Card 3C	Included	0.000	0.00	1	Included	Included	1	Included	Included
Compact SW											$ -	
SV33ISK9C-12233SXI	SV33ISK9C-12233SXI	Cisco	Cisco CAT6000-VS5720 IOS IP SERVICES SSH - DEFAULT	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LAN Switch											$ -	
X2-10GB-SR	X2-10GB-SR	Cisco	10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	2	$ 766.08	$ 1,532	2	$ 766	$ 1,532

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Memory											$ -	
MEM-C6K-CPTFL1GB	MEM-C6K-CPTFL1GB	Cisco	Catalyst 6500 Compact Flash Memory 1GB	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Accessories											$ -	
BF-S720-64MB-RP	BF-S720-64MB-RP	Cisco	Bootflash for SUP720-64MB-RP	Included	0.000	0.00	1	Included	Included	1	Included	Included
CF-ADAPTER-SP	CF-ADAPTER-SP	Cisco	SP adapter for SUP720 and SUP720-10G	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
VS-S720-10G	VS-S720-10G	Cisco	Catalyst 6500 Supervisor 720 with 2 10GbE ports	Included	0.000	0.00	1	Included	Included	1	Included	Included
							SUP-720-SB-2				$ -	
						Sub Total Section 1.8			$ 32,248		$ -	$ 32,248
Section 1.9 - Core Network Laconia (50 Communications Drive)											$ -	
ASR-9001	ASR-9001		ASR 9001 Base System	75,000.00	0.384	74,712.00	2	$ 28,800.00	$ 57,600	2	$ 28,800	$ 57,600
											$ -	
A9K-04.01	A9K-04.01		Cisco IOS XR IP/MPLS Core Software	15,000.00	0.384	14,942.40	2	$ 5,760.00	$ 11,520	2	$ 5,760	$ 11,520
A9K-MPA-20xGE	A9K-MPA-20xGE		20 X GE MPA	15,000.00	0.384	14,942.40	2	$ 5,760.00	$ 11,520	2	$ 5,760	$ 11,520
A9K-AIP-LIC	A9K-AIP-LIC		L3 VPN License	20,000.00	0.384	19,923.20	2	$ 7,680.00	$ 15,360	2	$ 7,680	$ 15,360
							ASR 9001				$ -	
WS-C4948-10GE-E	WS-C4948-10GE-E	CISCO	Catalyst 4948, ES Image, 48*10/100/1000+2*10GE(X2). 1 AC p/s	19,000.00	0.384	18,927.04	1	$ 7,296.00	$ 7,296	1	$ 7,296	$ 7,296
Expansion Option Class											$ -	
S49ES-12253SG	S49ES-12253SG		Cisco CAT4900 IOS ENTERPRISE SERVICES W/O CRYPTO	Included	0.000	Included	1	Included	Included	1	Included	Included
POWER CABLES											$ -	
CAB-US515-C15-US	CAB-US515-C15-US		NEMA 5-15 to IEC-C15 8ft US	0.00	0.000	0.00	2	Included	Included	2	Included	Included
POWER SUPPLY OPTIONS											$ -	
PWR-C49-300AC	PWR-C49-300AC		Catalyst 4948 300-Watt AC Power Supply	Included	0.000	Included	1	Included	Included	1	Included	Included
PWR-C49-300AC/2	PWR-C49-300AC/2		Catalyst 4948 300-Watt AC Power Supply Redundant	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Spare Options for Catalyst 4500 10GB											$ -	
X2-10GB-SR=	X2-10GB-SR=		10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	2	$ 766.08	$ 1,532	2	$ 766	$ 1,532
	WS-C4948-10GE-E		Catalyst 4948 ES Image 10/100/1000 +2 10GE X2. 1 ACPS	19,000.00	0.384	18,927.04	8	$ 7,296.00	$ 58,368	8	$ 7,296	$ 58,368
WS-C4948-10GE-E	WS-C4948-10GE-E	Verified	Catalyst 4948, ES Image, 48*10/100/1000+2*10GE(X2). 1 AC p/s	19,000.00	0.384	18,927.04	1	$ 7,296.00	$ 7,296	1	$ 7,296	$ 7,296
Expansion Option Class											$ -	
S49ES-12253SG	S49ES-12253SG		Cisco CAT4900 IOS ENTERPRISE SERVICES W/O CRYPTO	Included	0.000	Included	1	Included	Included	1	Included	Included
POWER CABLES											$ -	
CAB-US515-C15-US	CAB-US515-C15-US		NEMA 5-15 to IEC-C15 8ft US	0.00	0.000	0.00	2	Included	Included	2	Included	Included
POWER SUPPLY OPTIONS											$ -	
PWR-C49-300AC	PWR-C49-300AC		Catalyst 4948 300-Watt AC Power Supply	Included	0.000	Included	1	Included	Included	1	Included	Included
PWR-C49-300AC/2	PWR-C49-300AC/2		Catalyst 4948 300-Watt AC Power Supply Redundant	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Spare Options for Catalyst 4500 10GB											$ -	
X2-10GB-SR=	X2-10GB-SR=		10GBASE-SR X2 Module	1,995.00	0.384	1,987.34	2	$ 766.08	$ 1,532	2	$ 766	$ 1,532
	WS-C4948-10GE-E		Catalyst 4948 ES Image 10/100/1000 +2 10GE X2. 1 ACPS	19,000.00	0.384	18,927.04	8	$ 7,296.00	$ 58,368	8	$ 7,296	$ 58,368
						Sub Total Section 1.9			$ 230,776		$ -	$ 230,776
											$ -	
ection 1.10 - Core Network Management (27 Hazen)											$ -	
Core\NAM											$ -	
NAM2204-RJ45	NAM2204-RJ45	Cisco	Cisco NAM 2204 Appliance, 4x1GbE, RJ45	26,995	0.384	26,891	2	$ 10,366.08	$ 20,732	2	$ 10,366	$ 20,732
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	Adjusted Qty	Unit Price	Total Price
CommDev-S\W											$ -	
NAM-APPL-SW-5.1-K9	NAM-APPL-SW-5.1-K9	Cisco	Cisco NAM 5.1 for Appliances w/Recovery CD	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-SNT-2204RJ45	CON-SNT-2204RJ45	Cisco	SMARTNET 8X5XNBD Cisco NAM 2204 Appliance, 4x1GbE, RJ45	2,160	0.480	2,150	2	$ 1,036.80	$ 2,074	2	$ 1,037	$ 2,074
NAM2220	NAM2204-RJ45 NAM2220	Cisco	NAM2220 Chassis, 2x10GbE (no HDD or Memory)	$2,895.00	0.384	$2,691.88	2	$ 20,311.68	$ 40,623	2	$ 20,312	$ 40,623
Accessories												
NAM2220-AC-PS	NAM2220-AC-PS	Cisco	Redundant AC Power Supply for NAM2220	895.00	0.384	891.56	2	$ 343.68	$ 687	2	$ 344	$ 687
NAM2220-DIMM-16GB	NAM2220-DIMM-16GB	Cisco	RAM DIMM, 16GB	4,100.00	0.384	4,084.26	2	$ 1,574.40	$ 3,149	2	$ 1,574	$ 3,149
NAM2220-HDD-6X146G	NAM2220-HDD-6X146G	Cisco	Hard Disk Drive, 6x146GB	9,000	0.384	8,965	2	$ 3,456.00	$ 6,912	2	$ 3,456	$ 6,912
XFP-10GBASE-SR	XFP-10GBASE-SR	Cisco	XFP, 10GE, Short Range	1,995.00	0.384	1,987.34	4	$ 766.08	$ 3,064	4	$ 766	$ 3,064
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0	0.000	0	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
NAM-APPL-SW-5.1-K9	NAM-APPL-SW-5.1-K9	Cisco	Cisco NAM 5.1 for Appliances w/Recovery CD	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-SNT-NAM2220	CON-SNT-NAM2220	Cisco	SMARTNET 8X5XNBD NAM2220 Chassis, 2x10GbE	5,280.00	0.480	5,254.66	2	$ 2,534.40	$ 5,069	2	$ 2,534	$ 5,069
LAN-MGMT-SW-1	R-LMS-4.1-SK-K9	Cisco	Cisco Prime LMS 4.1 Base download - 5000 device license	135,995.00	0.384	135,472.78	1	$ 52,222.08	$ 52,222	1	$ 52,222	$ 52,222
Services											$ -	
CON-SAS-RLMS5K9	CON-SAS-RLMS5K9	Cisco	SW APP SUPP LMS 4.1 Base download for 2500 to 5000	20,399.00	0.480	20,301.08	3	$ 9,791.52	$ 29,375	3	$ 9,792	$ 29,375
						R-LMS-4.1-SK-K9						
						Sub Total Section 1.9		$	163,907		$ -	$ 163,907
											$ -	
						Total Section 1		$	2,031,092		$ -	$ 2,031,092
											$ -	
											$ -	
Section 2.0 - 27 Hazen Drive Core Wireless Service OPTIONAL											$ -	
CAT-3k-HZN-1	WS-C3750X-24T-S	Cisco	Catalyst 3750X 24 Port Data IP Base	6,500.00	0.384	6,475.04	1	$ 2,496.00	$ 2,496	1	$ 2,496	$ 2,496
Accessories											$ -	
CAB-SPWR-30CM	CAB-SPWR-30CM	Cisco	Catalyst 3750X Stack Power Cable 30 CM	Included	0.000	0.00	1	Included	Included	1	Included	Included
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	2	$ 574.08	$ 1,148	2	$ 574	$ 1,148
Cables											$ -	
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.000	0.00	1	Included	Included	1	Included	Included
CAB-C15-CBN	CAB-C15-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
S37SXVK9T-12255SE	S37SXVK9T-12255SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PowerSupplies											$ -	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
C3KX-NM-10G	C3KX-NM-10G	Cisco	Catalyst 3K-X 10G Network Module option PID	2,500.00	0.384	2,490.40	1	$ 960.00	$ 960	1	$ 960	$ 960
Services											$ -	
CON-SNTP-3750X2TS	CON-SNTP-3750X2TS	Cisco	SMARTNET 24X7X4 Catalyst 3750X 24 Port Data IP Base	1,120.00	0.480	1,114.62	3	$ 537.60	$ 1,613	3	$ 538	$ 1,613
						CAT-3k-HZN-1						
CAT-3k-HZN-2	WS-C3750X-24T-S	Cisco	Catalyst 3750X 24 Port Data IP Base	6,500.00	0.384	6,475.04	1	$ 2,496.00	$ 2,496	1	$ 2,496	$ 2,496
Accessories											$ -	
CAB-SPWR-30CM	CAB-SPWR-30CM	Cisco	Catalyst 3750X Stack Power Cable 30 CM	Included	0.000	0.00	1			1	$ -	
SFP-10G-SR=	SFP-10G-SR=	Cisco	10GBASE-SR SFP Module	1,495.00	0.384	1,489.26	2	$ 574.08	$ 1,148	2	$ 574	$ 1,148
Cables												

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CAB-STACK-50CM	CAB-STACK-50CM	Cisco	Cisco StackWise 50CM Stacking Cable	Included	0.000	0.00	1	Included	Included	1	Included	Included
CAB-C15-CBN	CAB-C15-CBN	Cisco	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
S375XVK9T-122555E	S375XVK9T-122555SE	Cisco	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PowerSupplies											$ -	
C3KX-PWR-350WAC	C3KX-PWR-350WAC	Cisco	Catalyst 3K-X 350W AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
Switch Blades											$ -	
C3KX-NM-10G	C3KX-NM-10G	Cisco	Catalyst 3K-X 10G Network Module option PID	2,500.00	0.384	2,490.40	1	$ 960.00	$ 960	1	$ 960	$ 960
Services											$ -	
CON-SNTP-3750X2TS	CON-SNTP-3750X2TS	Cisco	SMARTNET 24X7X4 Catalyst 3750X 24 Port Data IP Base	1,120.00	0.480	1,114.62	3	$ 537.60	$ 1,613	3	$ 538	$ 1,613
						CAT-3k-HZN-2					$ -	
WLAN-5508-HZN-1	AIR-CT5508-500-K9	Cisco	Cisco 5508 Series Wireless Controller for up to 500 APs	104,995.00	0.384	104,591.82	1	$ 40,318.08	$ 40,318	1	$ 40,318	$ 40,318
Accessories											$ -	
AIR-PWR-5500-AC	AIR-PWR-5500-AC	Cisco	Cisco 5500 Series Wireless Controller Redundant Power Supply	1,495.00	0.384	1,489.26	1	$ 574.08	$ 574	1	$ 574	$ 574
GLC-T=	GLC-T=	Cisco	1000BASE-T SFP	395.00	0.384	393.48	8	$ 151.68	$ 1,213	8	$ 152	$ 1,213
Cables											$ -	
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	0.00	0.000	0.00	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
LIC-CT5508-500	LIC-CT5508-500	Cisco	500 AP Base license	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-CT5508-BASE	LIC-CT5508-BASE	Cisco	Base Software License	Included	0.000	0.00	1	Included	Included	1	Included	Included
SWC5500LPE-K9-70	SWC5500LPE-K9-70	Cisco	Wireless Controller SW 7.0-Licensed Data Payload Encryption	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-SNT-CT08500	CON-SNT-CT08500	Cisco	SMARTNET 8X5XNBD Cisco 5508 Series	8,400.00	0.480	8,359.68	3	$ 4,032.00	$ 12,096	3	$ 4,032	$ 12,096
						WLAN-5508-HZN-1					$ -	
WLAN-5508-HZN-2	AIR-CT5508-500-K9	Cisco	Cisco 5508 Series Wireless Controller for up to 500 APs	104,995.00	0.384	104,591.82	1	$ 40,318.08	$ 40,318	1	$ 40,318	$ 40,318
Accessories											$ -	
AIR-PWR-5500-AC	AIR-PWR-5500-AC	Cisco	Cisco 5500 Series Wireless Controller Redundant Power Supply	1,495.00	0.384	1,489.26	1	$ 574.08	$ 574	1	$ 574	$ 574
GLC-T=	GLC-T=	Cisco	1000BASE-T SFP	395.00	0.384	393.48	8	$ 151.68	$ 1,213	8	$ 152	$ 1,213
Cables											$ -	
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	0.00	0.000	0.00	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
LIC-CT5508-500	LIC-CT5508-500	Cisco	500 AP Base license	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-CT5508-BASE	LIC-CT5508-BASE	Cisco	Base Software License	Included	0.000	0.00	1	Included	Included	1	Included	Included
SWC5500LPE-K9-70	SWC5500LPE-K9-70	Cisco	Wireless Controller SW 7.0-Licensed Data Payload Encryption	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-SNT-CT08500	CON-SNT-CT08500	Cisco	SMARTNET 8X5XNBD Cisco 5508 Series	8,400.00	0.480	8,359.68	3	$ 4,032.00	$ 12,096	3	$ 4,032	$ 12,096
						WLAN-5508-HZN-2					$ -	
WLAN-5508-HZN-3	AIR-CT5508-12-K9	Cisco	Cisco 5508 Series Wireless Controller for up to 12 APs	10,995.00	0.384	10,952.78	1	$ 4,222.08	$ 4,222	1	$ 4,222	$ 4,222
Accessories											$ -	
AIR-PWR-5500-AC	AIR-PWR-5500-AC	Cisco	Cisco 5500 Series Wireless Controller Redundant Power Supply	1,495.00	0.384	1,489.26	1	$ 574.08	$ 574	1	$ 574	$ 574
GLC-T=	GLC-T=	Cisco	1000BASE-T SFP	395.00	0.384	393.48	2	$ 151.68	$ 303	2	$ 152	$ 303
Cables											$ -	
AIR-PWR-CORD-NA	AIR-PWR-CORD-NA	Cisco	AIR Line Cord North America	0.00	0.000	0.00	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
LIC-CT5508-12	LIC-CT5508-12	Cisco	12 AP Base license	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-CT5508-BASE	LIC-CT5508-BASE	Cisco	Base Software License	Included	0.000	0.00	1	Included	Included	1	Included	Included
SWC5500K9-60	SWC5500K9-60	Cisco	Cisco Unified Wireless Controller SW Release 6.0	Included	0.000	0.00	1	Included	Included	1	Included	Included
Services												

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CON-SNTP-CT0812	CON-SNTP-CT0812	Cisco	SMARTNET 24X7X4 Cisco 5508 Series Wl	1,408.00	0.480	1,401.24	3	$ 675.84	$ 2,028	3	$ 676	$ 2,028
						WLAN-5508-HZN-3					$ -	
WLAN-ISE-Guest	ISE-3315-K9	Cisco	Cisco Identity Services Engine 3315 Hardware Appliance	9,990.00	0.384	9,951.64	0	$ 3,836.16	$ -	[redacted]	$ 3,836	$ -
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Included	0.000	0.00	0	Included	Included	[redacted]	Included	Included
CommDev-S\W											$ -	
ISE-SW-1.0-K9	ISE-SW-1.0-K9	Cisco	Cisco Identity Services 1.0 Software	Included	0.000	0.00	0	Included	Included	[redacted]	Included	Included
Services											$ -	
CON-SNT-ISE3315	CON-SNT-ISE3315	Cisco	SMARTNET 8X5XNBD Cisco Identity Services Engine 3315 Hard	1,649.00	0.480	1,641.08	0	$ 791.52	$ -	[redacted]	$ 792	$ -
						WLAN-ISE-Guest					$ -	
WLAN-ISE-LIC	L-ISE-AD5Y-W-500=	Cisco	Cisco ISE 500 Endpoint 5 Year Wireless Subscription License	24,000.00	0.384	23,907.84	0	$ 9,216.00	$ -	[redacted]	$ 9,216	$ -
WLAN-MGMT-SW	L-NCS-1.0-K9	Cisco	Cisco NCS Software and Device Count License	0.00	0.000	0.00	0	Included	Included	[redacted]	Included	Included
CommDev-S\W											$ -	
L-NCS-1.0-1K	L-NCS-1.0-1K	Cisco	Cisco Prime NCS SOFTWARE AND License to manage 1000 devices	69,000.00	0.384	68,735.04	1	$ 26,496.00	$ 26,496	1	$ 26,496	$ 26,496
Services											$ -	
CON-SAU-NCS1K9	CON-SAU-NCS1K9	Cisco	SW APP SUPP + UPGR Cisco NCS Software and Device Count Lic	0.00	0.000	0.00	3	Included	Included	3	Included	Included
	CON-SAU-NCS11K	Cisco	SW APP SUPP + UPGR Cisco Prime NCS SOFTWARE AND License	13,800.00	0.480	13,733.76	3	$ 6,624.00	$ 19,872	[redacted]	$ 6,624	$ 19,872
	L-ISE-AD5Y-W-1K=	Cisco	Cisco ISE 1K Endpoint 5 Year Wireless Subscription License	47,000.00	0.384	46,619.52	1	$ 18,048.00	$ 18,048	[redacted]	$ 18,048	$ 18,048
	L-ISE-VM-K9=	Cisco	Cisco Identity Services Engine VM (eDelivery)	5,990.00	0.384	5,967.00	1	$ 2,300.16	$ 2,300	[redacted]	$ 2,300	$ 2,300
	CON-SAU-ISEVM	Cisco	SW APP SUPP + UPGR Cisco Identity Services Engine Virtual M	1,193.00	0.480	1,192.25	3	$ 575.04	$ 1,725	[redacted]	$ 575	$ 1,725
	AIR-CAP3502I-A-K910	Cisco	802.11a/g/n Ctrl-based 10APs w/CleanAir; Int; A Reg Domain	12,950.00	0.384	12,900.27	1	$ 4,972.80	$ 4,973	[redacted]	$ 4,973	$ 4,973
						WLAN-MGMT-SW					$ -	
						Total Section 2			$ 201,378		$ -	$ 201,378
											$ -	
Section 3.0 - Core Unified Communications Equipment											$ -	
Section 3.1 - Core UC Equipment 110 Smokey Bear (IFOC)											$ -	
ASA-UC-1	ASA5520-UC-BUN-K9	Cisco	ASA 5520 UC Bundle With 1000 UC Proxy Sessions. 3DES/AES	52,990.00	0.384	52,786.52	1	$ 20,348.16	$ 20,348	1	$ 20,348	$ 20,348
Accessories											$ -	
SSM-BLANK	SSM-BLANK	Cisco	ASA/IPS SSM Slot Cover	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
ASA-UC-1000	ASA-UC-1000	Cisco	ASA 5500 UC Proxy 1000 Session License	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-ENCR-K9	ASA5500-ENCR-K9	Cisco	ASA 5500 Strong Encryption License (3DES/AES)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5520-VPN-PL	ASA5520-VPN-PL	Cisco	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA-8.2-K8	SF-ASA-8.2-K8	Cisco	ASA 5500 Series Software v8.2	Included	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies											$ -	
ASA-180W-PWR-AC	ASA-180W-PWR-AC	Cisco	ASA 180W AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-P2SP-ASAUC1K	CON-P2SP-ASAUC1K	Cisco	PM2, 24X7X4 ASA-UC-1000	5,399.00	0.480	5,373.08	3	$ 2,591.52	$ 7,775	3	$ 2,592	$ 7,775
CON-SNTP-AS2UBK9	CON-SNTP-AS2UBK9	Cisco	SMARTNET 24X7X4 ASA5520-UC-BUN-K9	1,534.00	0.480	1,526.64	5	$ 736.32	$ 3,682	[redacted]	$ 736	$ 2,209
						ASA-UC-1					$ -	
CUWL-LIC-1	CUWL-LIC-STD-K9	Cisco	Unified Workspace Licensing - Top Level for STD	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Bundles												

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CCX-85-CMBUNDLE-K9	CCX-85-CMBUNDLE-K9	Cisco	CCX 8.5 5 Seat CCX ENH CM Bundle - AVAILABLE ONLY FOR NEW CM	Included	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
UNITYCN8-HA-PAK	UNITYCN8-HA-PAK	Cisco	Unity Connection 8.x HA PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-UWL-STD	LIC-UWL-STD	Cisco	Unified Workspace Licensing STD, 1 User	325.00	0.294	324.04	7,400	$ 95.55	$ 707,070	[redacted]	$ 96	$ 477,750
UCM-UCS7500-85-UWL	UCM-UCS7500-85-UWL	Cisco	CUCM 8.5 UCS 7500	0.00	0.000	0.00	6	Included	Included	6	Included	Included
UNCN8-VMWARE-UWL	UNCN8-VMWARE-UWL	Cisco	Unity Connection 8.x for VMWare	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Voice and IP Communications											$ -	
CM85-UCS-7500-KIT	CM85-UCS-7500-KIT	Cisco	CUCM 8.5 Media Kit for UCS	Included	0.000	0.00	1	Included	Included	1	Included	Included
CUCM-UWL	CUCM-UWL	Cisco	Communications Manager UWL DLU Bundle	Included	0.000	0.00	73,600	Included	Included	73,600	Included	Included
CUP-85-UWL-K9-PAK	CUP-85-UWL-K9-PAK	Cisco	Unified Presence 8.5 PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
CUP-85-UWL-USR	CUP-85-UWL-USR	Cisco	Unified Presence 8.5 Users	Included	0.000	0.00	11,000	Included	Included	11,000	Included	Included
CUPC-UWL-RTU	CUPC-UWL-RTU	Cisco	CUPC UWL PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
IME-7825-86-KIT	IME-7825-86-KIT	Cisco	IME Auto-Expansion Media Kit	Included	0.000	0.00	1	Included	Included	1	Included	Included
IME-PAK	IME-PAK	Cisco	Include PAK Auto-expanding PAK for IME 8.0	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-UWL-STD10K	LIC-UWL-STD10K	Cisco	Services Mapping SKU, Over 10K UWL STD users	Included	0.000	0.00	11,000	Included	Included	11,000	Included	Included
UCSS-UWL-STD-PK	UCSS-UWL-STD-PK	Cisco	UWL STD UCSS PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
UCXN8-UWL-PAK	UCXN8-UWL-PAK	Cisco	Unity Connection 8.x PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
UCXN8-UWL-USR	UCXN8-UWL-USR	Cisco	Unity Connection 8.x User	Included	0.000	0.00	11,000	Included	Included	11,000	Included	Included
UNITYCN8-HA-VMWARE	UNITYCN8-HA-VMWARE	Cisco	Unity Connection 8.x HA for VMWare	Included	0.000	0.00	1	Included	Included	1	Included	Included
CUP-85-UWL	CUP-85-UWL	Cisco	Cisco Unified Presence 8.5 for CUWL only	0.00	0.000	0.00	1	Included	Included	1	Included	Included
IME-7825-86-UWL	IME-7825-86-UWL	Cisco	IME 8.6 7825	0.00	0.000	0.00	1	Included	Included	1	Included	Included
UCSS-UWL-STD	UCSS-UWL-STD	Cisco	3-Yr UWL STD UCSS	70.00	0.384	69.73	11,000	$ 26.88	$ 295,680	[redacted]	$ 27	$ 134,400
UPC8-CLIENT-UWL	UPC8-CLIENT-UWL	Cisco	Unified Personal Communicator 8.x for CUWL only	0.00	0.000	0.00	11,000	Included	Included	11,000	Included	Included
UWL-UPG-CMAPPS-STD	UWL-UPG-CMAPPS-STD	Cisco	Upgrade from CM Plus Apps to STD, 1 User	80.00	0.384	79.69	3,600	$ 30.72	$ 110,592	3,600	$ 31	$ 110,592
Services											$ -	
CON-ESW-CMBUNDK9	CON-ESW-CMBUNDK9	Cisco	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	500.00	0.480	497.60	3	$ 240.00	$ 720	3	$ 240	$ 720
CON-ESW-UWLST10K	CON-ESW-UWLST10K	Cisco	ESSENTIAL SW Svcs Mapping SKU, Over 10K UWL STD users	12.00	0.480	11.94	33,000	$ 5.76	$ 190,080	[redacted]	$ 6	$ 86,400
							CUWL-LIC				$ -	
ER-LIC-1	EMRGNCY-RSPNDR	Cisco	EMRGNCY RSPNDR	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Voice and IP Communications											$ -	
ER-USR-LIC-10	ER-USR-LIC-10	Cisco	EMRGNCY RSPNDR USR LIC 10 PHNS	Included	0.000	0.00	850	Included	Included	850	Included	Included
ER86-SW-LIC	ER86-SW-LIC	Cisco	EMRGNCY RSPNDR 86 SW LIC	Included	0.000	0.00	2	Included	Included	2	Included	Included
ER86-SW-MED-K9	ER86-SW-MED-K9	Cisco	EMRGNCY RSPNDR 86 SW MEDIA	Included	0.000	0.00	1	Included	Included	1	Included	Included
ER-USR-LIC-10-NEW	ER-USR-LIC-10-NEW	Cisco	EMRGNCY RSPNDR USR LIC 10 PHNS NEW	200.00	0.384	199.23	850	$ 76.80	$ 65,280	850	$ 77	$ 65,280
ER86-SW-NEW-K9	ER86-SW-NEW-K9	Cisco	EMRGNCY RSPNDR 86 SW NEW	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ESW-ERUSRL1	CON-ESW-ERUSRL1	Cisco	ESSENTIAL SW EMRGNCY RSPNDR USR LIC 10 PHNS	30.00	0.480	29.86	2,550	$ 14.40	$ 36,720	2,550	$ 14	$ 36,720
						EMRGNCY-RSPNDR					$ -	
ER-LIC-1	EMRGNCY-RSPNDR	Cisco	EMRGNCY RSPNDR	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
UCSS-ER-3-10	UCSS-ER-3-10	Cisco	UCSS EMRGNCY RSPNDR 3YR 10 USRS	42.00	0.384	41.84	350	$ 16.13	$ 5,645	350	$ 16	$ 5,645
Voice and IP Communications											$ -	
ER-MIG-UCSS-PAK	ER-MIG-UCSS-PAK	Cisco	EMRGNCY RSPNDR USR LIC MIG MANDATORY UCSS PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
ER-USR-LIC-10	ER-USR-LIC-10	Cisco	EMRGNCY RSPNDR USR LIC 10 PHNS	Included	0.000	0.00	20	Included	Included	20	Included	Included
ER85-SW-LIC	ER85-SW-LIC	Cisco	EMRGNCY RSPNDR 85 SW LIC	Included	0.000	0.00	2	Included	Included	2	Included	Included
ER85-SW-MED-K9	ER85-SW-MED-K9	Cisco	EMRGNCY RSPNDR 85 SW MEDIA	Included	0.000	0.00	1	Included	Included	1	Included	Included
ER-USR-LIC-10-MIG	ER-USR-LIC-10-MIG	Cisco	EMRGNCY RSPNDR USR LIC 10 PHNS MIG	30.00	0.384	29.88	350	$ 11.52	$ 4,032	350	$ 12	$ 4,032
ER85-SW-U71-K9	ER85-SW-U71-K9	Cisco	EMRGNCY RSPNDR 85 SW UPGD 71 ONLY	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ESW-EMRGNCY	CON-ESW-EMRGNCY	Cisco	ESSENTIAL SW EMRGNCY RSPNDR	0.00	0.000	0.00	3	Included	Included	3	Included	Included
CON-ESW-ERUSRLI	CON-ESW-ERUSRLI	Cisco	ESSENTIAL SW EMRGNCY RSPNDR USR LIC	30.00	0.480	29.86	1,050	$ 14.40	$ 15,120	1,050	$ 14	$ 15,120

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
GW-DSP-3945-1	C3945-VSEC/K9	Cisco	Cisco 3945 UC Sec. Bundle, PVDM3-64, UC and SEC License P	15,495.00	0.384	15,435.50	1	$ 5,950.08	$ 5,950	1	$ 5,950	$ 5,950
Accessories											$ -	
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Common S/W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies											$ -	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	2	$ 3,801.60	$ 7,603	2	$ 3,802	$ 7,603
PVDM3-64U256	PVDM3-64U256	Cisco	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.384	6,255.88	1	$ 2,411.52	$ 2,412	1	$ 2,412	$ 2,412
Services											$ -	
CON-SNTP-3945VSEC	CON-SNTP-3945VSEC	Cisco	SMARTNET 24X7X4 Cisco 3945 Voice Sec. Bundle, UC and SEC	2,520.00	0.480	2,507.90	1	$ 1,209.60	$ 1,210	1	$ 1,210	$ 1,210
						GW-DSP-3945-1					$ -	
GW-PRI-3945-1	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)	13,000.00	0.384	12,950.08	1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Cables											$ -	
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Common S/W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
Power Supplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Accessories											$ -	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.384	249.04	1	$ 96.00	$ 96	1	$ 96	$ 96
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
NM-HDV2-2T1/E1	NM-HDV2-2T1/E1	Cisco	IP Communications High-Density Digital Voice NM with 2 T1/E1	3,500.00	0.384	3,486.56	1	$ 1,344.00	$ 1,344	1	$ 1,344	$ 1,344
PVDM2-64	PVDM2-64	Cisco	64-Channel Packet Voice/Fax DSP Module	3,200.00	0.384	3,187.71	2	$ 1,228.80	$ 2,458	2	$ 1,229	$ 2,458
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	3	$ 3,801.60	$ 11,405	3	$ 3,802	$ 11,405
VWIC2-2MFT-T1/E1	VWIC2-2MFT-T1/E1	Cisco	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	3	$ 844.80	$ 2,534	3	$ 845	$ 2,534
VWIC3-4MFT-T1/E1	VWIC3-4MFT-T1/E1	Cisco	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.384	4,383.10	1	$ 1,689.60	$ 1,690	1	$ 1,690	$ 1,690
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
						GW-PRI-3945-1					$ -	
GW-SIP-3945-1	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,2S6MBCF,1GBDRAM IPB)	13,000.00	0.384	12,950.08	1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Accessories											$ -	
FL-CUBEE-500	FL-CUBEE-500	Cisco	Unified Border Element Enterprise License - 500 sessions	49,750.00	0.384	49,558.96	1	$ 19,104.00	$ 19,104	1	$ 19,104	$ 19,104
Cables											$ -	
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel Included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	2	$ 3,801.60	$ 7,603	2	$ 3,802	$ 7,603
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
						GW-SIP-3945-1					$ -	
L-UCSS-ER	L-UCSS-ER	Cisco	UCSS Emergency Responder eDelivery Top Level SKU	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
L-UCSS-ER-3-10	L-UCSS-ER-3-10	Cisco	UCSS EMRGNCY RSPNDR 3YR 10 USRS EDLVRY	42.00	0.384	41.84	1,100	$ 16.13	$ 17,741	1,100	$ 16	$ 17,741
							L-UCSS-ER				$ -	
UC-SRV-1	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
Power Supplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ - $ 454	$ 1,362
							UC-SRV-1					
UC-SRV-2	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ - $ 9,093	$ 9,093
Accessories												
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
Power Supplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ - $ 454	$ 1,362
							UC-SRV-2					
UC-SRV-3	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ - $ 9,093	$ 9,093
Accessories												
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
Power Supplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ 454	$ 1,362
							UC-SRV-3				$ -	
VMW-UC-SRV-1	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev-S\W											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-1				$ -	
VMW-UC-SRV-2	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev-S\W											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-2				$ -	
VMW-UC-SRV-3	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev-S\W											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-3				$ -	
						Sub Total Section 3.1			$ 1,598,840		$ -	$ 1,103,088
ection 3.2 - UC MGMT Tools 110 Smokey Bear (IPOC)											$ -	
UC-Probe-1	CUSM-1040-5PK	Cisco	Cisco 1040 Sensor 5 Pack	12,000.00	0.384	11,953.92	2	$ 4,608.00	$ 9,216	2	$ 4,608	$ 9,216
Services											$ -	
CON-SNT-10405PK	CON-SNT-10405PK	Cisco	SMARTNET 8X5XNBD Cisco 1040 Sensor 5 Pack	960.00	0.480	955.39	6	$ 460.80	$ 2,765	6	$ 461	$ 2,765
							CUSM-1040-5PK				$ -	
MGT-SVR-1	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
CAB-N5K6A-NA	CAB-N5K6A-NA	Cisco	Power Cord, 200/240V 6A North America	0.00	0.000	0.00	2	Included	Included	2	Included	Included
PowerSupplies											$ -	
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	Included	Included
Services											$ -	
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr..2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ 454	$ 1,362
						MGMT-SVR-1					$ -	
R-UCMS-STE-B-10K	R-UCMS-STE-B-10K	Cisco	OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 10K IP Phones	312,000.00	0.384	310,801.92	1	$ 119,808.00	$ 119,808	1	$ 119,808	$ 119,808
CommDev SW											$ -	
UC-MGMT-SW-1	L-CUPM-B-10KLICS	Cisco	Unified Provisioning Manager B 10K add-on phone lic Suite	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-UOM-B-10K	L-UOM-B-10K	Cisco	Unified Operations Mgr 8.x up to 10K IP Phone LIC Suite-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-USM-B-10K	L-USM-B-10K	Cisco	Unified Service Monitor 8.x up to 10K Phone LIC for Suite-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-USSM-B-10K	L-USSM-B-10K	Cisco	Unified Service Statistics Manager 8.x, 10K Phone LIC Ste-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-UOM-8.6-K9	R-UOM-8.6-K9	Cisco	UOM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-UPM-8.6-K9	R-UPM-8.6-K9	Cisco	UPM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-USM-8.6-K9	R-USM-8.6-K9	Cisco	USM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-USSM-8.6-K9	R-USSM-8.6-K9	Cisco	USSM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-SAS-STEB10K	CON-SAS-STEB10K	Cisco	SW APP SUPP OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 10	46,800.00	0.480	46,575.36	3	$ 22,464.00	$ 67,392	3	$ 22,464	$ 67,392
						R-UCMS-STE-B-10K					$ -	
UC-MGMT-SW-2	R-UCMS-STE-B-1K	Cisco	OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 1K IP Phones	55,200.00	0.384	54,988.03	1	$ 21,196.80	$ 21,197	1	$ 21,197	$ 21,197
CommDev SW											$ -	
L-CUPM-B-1K-LICS	L-CUPM-B-1K-LICS	Cisco	Unified Provisioning Manager 8 1K add-on phone lic Suite	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-UOM-B-1K	L-UOM-B-1K	Cisco	Unified Operations Mgr 8.x up to 1K IP Phone LIC Suite-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-USM-B-1K	L-USM-B-1K	Cisco	Unified Service Monitor 8.x up to 1K Phone LIC for Suite-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
L-USSM-B-1K	L-USSM-B-1K	Cisco	Unified Service Statistics Manager 8.x, 1K Phone LIC Ste-K9	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-UOM-8.6-K9	R-UOM-8.6-K9	Cisco	UOM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-UPM-8.6-K9	R-UPM-8.6-K9	Cisco	UPM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-USM-8.6-K9	R-USM-8.6-K9	Cisco	USM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
R-USSM-8.6-K9	R-USSM-8.6-K9	Cisco	USSM 8.6 Software option for UCMS	Included	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-SAS-STEB1K	CON-SAS-STEB1K	Cisco	SW APP SUPP OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 1K	8,280.00	0.480	8,240.26	3	$ 3,974.40	$ 11,923	3	$ 3,974	$ 11,923
						R-UCMS-STE-B-1K					$ -	
VMW-MGT-SRV-1	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev SW											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
						VMW-MGMT-SRV-1					$ -	
						Sub Total Section 3.2			$ 244,332		$ -	$ 244,332
Section 3.3 - UC Equipment 50 Communication Drive Laconia											$ -	
GW-PRI-3945-3	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)	13,000.00	0.384	12,950.08	1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Cables												

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Accessories											$ -	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.384	249.04	1	$ 96.00	$ 96	1	$ 96	$ 96
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
NM-HDV2-2T1/E1	NM-HDV2-2T1/E1	Cisco	IP Communications High-Density Digital Voice NM with 2 T1/E1	3,500.00	0.384	3,486.56	1	$ 1,344.00	$ 1,344	1	$ 1,344	$ 1,344
PVDM2-64	PVDM2-64	Cisco	64-Channel Packet Voice/Fax DSP Module	3,200.00	0.384	3,187.71	2	$ 1,228.80	$ 2,458	2	$ 1,229	$ 2,458
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	3	$ 3,801.60	$ 11,405	3	$ 3,802	$ 11,405
VWIC2-2MFT-T1/E1	VWIC2-2MFT-T1/E1	Cisco	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	3	$ 844.80	$ 2,534	3	$ 845	$ 2,534
VWIC3-4MFT-T1/E1	VWIC3-4MFT-T1/E1	Cisco	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.384	4,383.10	1	$ 1,689.60	$ 1,690	1	$ 1,690	$ 1,690
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
						GW-PRI-3945-3					$ -	
GW-SIP-3945-3	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM IPB)	13,000.00	0.384	12,950.08	1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Accessorias											$ -	
FL-CUBEE-500	FL-CUBEE-500	Cisco	Unified Border Element Enterprise License - 500 sessions	49,750.00	0.384	49,558.96	1	$ 19,104.00	$ 19,104	1	$ 19,104	$ 19,104
Cables											$ -	
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	2	$ 3,801.60	$ 7,603	2	$ 3,802	$ 7,603
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
						GW-SIP-3945-3					$ -	
UC-SRV-7	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-M2XX-ABPCI03	UC-M2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Power Supplies											$ -	
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	Included	Included
Voice and IP Communications											$ -	
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	Included	Included
Services											$ -	
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ 454	$ 1,362
							UC-SRV-7				$ -	
VMW-UC-SRV-7	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
Competitive SW											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-7				$ -	
						Sub Total Section 3.3			$ 76,658		$ -	$ 76,658
Section 3.4 - UC Equipment 27 Hazen Drive (OIT)											$ -	
ASA-UC-2	ASA5520-UC-BUN-K9	Cisco	ASA 5520 UC Bundle With 1000 UC Proxy Sessions, 3DES/AES	52,990.00	0.384	52,786.52	1	$ 20,348.16	$ 20,348	1	$ 20,348	$ 20,348
Accessories											$ -	
SSM-BLANK	SSM-BLANK	Cisco	ASA/IPS SSM Slot Cover	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Power Prov SSM											$ -	
ASA-UC-1000	ASA-UC-1000	Cisco	ASA 5500 UC Proxy 1000 Session License	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5500-ENCR-K9	ASA5500-ENCR-K9	Cisco	ASA 5500 Strong Encryption License (3DES/AES)	Included	0.000	0.00	1	Included	Included	1	Included	Included
ASA5520-VPN-PL	ASA5520-VPN-PL	Cisco	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	Included	0.000	0.00	1	Included	Included	1	Included	Included
SF-ASA-8.2-K8	SF-ASA-8.2-K8	Cisco	ASA 5500 Series Software v8.2	Included	0.000	0.00	1	Included	Included	1	Included	Included
Power Supplies											$ -	
ASA-180W-PWR-AC	ASA-180W-PWR-AC	Cisco	ASA 180W AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Services											$ -	
CON-SNTP-AS2UBK9	CON-SNTP-AS2UBK9	Cisco	SMARTNET 24X7X4 ASA5520-UC-BUN-K9	1,534.00	0.480	1,526.64	3	$ 736.32	$ 2,209	3	$ 736	$ 2,209
CON-SNTP-ASAUC1K	CON-SNTP-ASAUC1K	Cisco	SMARTNET 24X7X4 ASA-UC-1000	5,399.00	0.480	5,373.08	3	$ 2,591.52	$ 7,775	3	$ 2,592	$ 7,775
							ASA-UC-2				$ -	
GW-DSP-3945-2	C3945-VSEC/K9	Cisco	Cisco 3945 UC Sec. Bundle, PVDM3-64, UC and SEC License P	15,495.00	0.384	15,435.50	1	$ 5,950.08	$ 5,950	1	$ 5,950	$ 5,950
Accessories					0.384						$ -	
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-SEC-K9	SL-39-SEC-K9	Cisco	Security License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
PowerSupplies											$ -	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	2	$ 3,801.60	$ 7,603	2	$ 3,802	$ 7,603
PVDM3-64U256	PVDM3-64U256	Cisco	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.384	6,255.88	1	$ 2,411.52	$ 2,412	1	$ 2,412	$ 2,412
Services											$ -	
CON-SNTP-3945VSEC	CON-SNTP-3945VSEC	Cisco	SMARTNET 24X7X4 Cisco 3945 Voice Sec. Bundle, UC and SEC	2,520.00	0.480	2,507.90	1	$ 1,209.60	$ 1,210	1	$ 1,210	$ 1,210
							GW-DSP-3945-2				$ -	
GW-PRI-3945-2	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM IPB)	13,000.00	0.384	12,950.08	1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Cables											$ -	
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Accessories					0.384						$ -	
SM-NM-ADPTR	SM-NM-ADPTR	Cisco	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.384	249.04	1	$ 96.00	$ 96	1	$ 96	$ 96
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
NM-HDV2-2T1/E1	NM-HDV2-2T1/E1	Cisco	IP Communications High-Density Digital Voice NM with 2 T1/E1	3,500.00	0.384	3,486.56	1	$ 1,344.00	$ 1,344	1	$ 1,344	$ 1,344
PVDM2-64	PVDM2-64	Cisco	64-Channel Packet Voice/Fax DSP Module	3,200.00	0.384	3,187.71	2	$ 1,228.80	$ 2,458	2	$ 1,229	$ 2,458
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	3	$ 3,801.60	$ 11,405	3	$ 3,802	$ 11,405
VWIC2-2MFT-T1/E1	VWIC2-2MFT-T1/E1	Cisco	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	3	$ 844.80	$ 2,534	3	$ 845	$ 2,534
VWIC3-4MFT-T1/E1	VWIC3-4MFT-T1/E1	Cisco	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.384	4,383.10	1	$ 1,689.60	$ 1,690	1	$ 1,690	$ 1,690
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
GW-SIP-3945-2	CISCO3945/K9	Cisco	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)	13,000.00	0.384	12,950.08	GW-PRI-3945-2 1	$ 4,992.00	$ 4,992	1	$ 4,992	$ 4,992
Accessories											$ -	
FL-CUBEE-500	FL-CUBEE-500	Cisco	Unified Border Element Enterprise License - 500 sessions	49,750.00	0.384	49,558.96	1	$ 19,104.00	$ 19,104	1	$ 19,104	$ 19,104
Cables											$ -	
CAB-C15-AC	CAB-C15-AC	Cisco	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Consumer SW											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
Power Supplies											$ -	
PWR-3900-POE	PWR-3900-POE	Cisco	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE150/K9	C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GB-DEF	MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-256	PVDM3-256	Cisco	256-channel high-density voice and video DSP module	9,900.00	0.384	9,861.98	2	$ 3,801.60	$ 7,603	2	$ 3,802	$ 7,603
Services											$ -	
CON-SNTP-3945	CON-SNTP-3945	Cisco	SMARTNET 24X7X4 Cisco 3945 w/SPE150	2,520.00	0.480	2,507.90	3	$ 1,209.60	$ 3,629	3	$ 1,210	$ 3,629
UC-SRV-4	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	GW-SIP-3945-2 1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
PowerSupplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ - $ 454	$ 1,362
							UC-SRV-4					
UC-SRV-5	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ - $ 9,093	$ 9,093
Accessories												
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
PowerSupplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ - $ 454	$ 1,362
							UC-SRV-5					
UC-SRV-6	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ - $ 9,093	$ 9,093
Accessories												
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
Cables												
CAB-C13-C14-JMPR	CAB-C13-C14-JMPR	Cisco	Recessed receptical AC power cord 27in	0.00	0.000	0.00	2	Included	Included	2	$ - Included	Included
PowerSupplies												
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	$ - Included	Included
Voice and IP Communications												
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	$ - Included	Included
Services												
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ - $ 454	$ 1,362

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
							UC-SRV-6				$ -	
VMW-UC-SRV-4	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev SW											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-4				$ -	
VMW-UC-SRV-5	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev SW											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-5				$ -	
VMW-UC-SRV-6	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev SW											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
							VMW-UC-SRV-6				$ -	
						Sub Total Section 3.4			$ 148,688		$ -	$ 148,688
ction 3.5 - UC Equipment End Points											$ -	
CIUS-7-K9	CIUS-7-K9	Cisco	Cius 7 Inch Tablet, Phantom Grey	1,575.00	0.384	1,568.95	20	$ 604.80	$ 12,096	0	$ 605	$ -
Cables											$ -	
CIUS-PWR-CORD-NA	CIUS-PWR-CORD-NA	Cisco	Cisco Cius Power Adapter for North America	0.00	0.000	0.00	20	Included	Included	0	Included	Included
							CIUS-7-K9				$ -	
CIUS-MS-H=	CIUS-MS-H=	Cisco	Cius Media Station with Standard Handset, Charcoal	795.00	0.384	791.95	20	$ 305.28	$ 6,106	0	$ 305	$ -
Voice and IP Communications											$ -	
CIUS-MS-HS	CIUS-MS-HS	Cisco	Cius Media Station with Handset	0.00	0.000	0.00	20	Included	Included	0	Included	Included
							CIUS-MS-H=				$ -	
CIUS-STD-CASE=	CIUS-STD-CASE=	Cisco	Cius standard carry case	100.00	0.384	99.62	20	$ 38.40	$ 768	0	$ 38	$ -
CP-6945-C-K9=	CP-6945-C-K9=	Cisco	Cisco UC Phone 6945, Charcoal, Standard Handset	365.00	0.384	363.60	4,000	$ 140.16	$ 560,640	2,500	$ 140	$ 350,400
CP-7937-MIC-KIT	CP-7937-MIC-KIT	Cisco	Microphone Kit for 7937	350.00	0.384	348.66	25	$ 134.40	$ 3,360	1	$ 134	$ 134
CP-7937-PWR-SPL	CP-7937-PWR-SPL	Cisco	Power Splitter for 7937	60.00	0.384	59.77	100	$ 23.04	$ 2,304	1	$ 23	$ 23
CP-7937G=	CP-7937G=	Cisco	Cisco UC Conference Station 7937 Global	1,295.00	0.384	1,290.03	100	$ 497.28	$ 49,728	1	$ 497	$ 497
CP-8945-K9=	CP-8945-K9=	Cisco	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	525.00	0.384	522.98	3,000	$ 201.60	$ 604,800	200	$ 202	$ 40,320
CP-9951-C-CAM-K9=	CP-9951-C-CAM-K9=	Cisco	Cisco UC Phone 9951, Charcoal, Std Hndst with Camera	795.00	0.384	791.95	500	$ 305.28	$ 152,640	50	$ 305	$ 15,264
CP-CKEM-C=	CP-CKEM-C=	Cisco	Cisco Unified IP Color Key Expansion Module, Charcoal	495.00	0.384	493.10	200	$ 190.08	$ 38,016	20	$ 190	$ 3,802
TRN-CLC-004	TRN-CLC-004	Cisco	1 Prepaid Training Credits:Redeem W/Cisco Learning Partners	100.00	0.384	99.62	720	$ 38.40	$ 27,648	0	$ 38	$ -
VG204	VG204	Cisco	Cisco VG204 Analog Voice Gateway	1,295.00	0.384	1,290.03	10	$ 497.28	$ 4,973	6	$ 497	$ 2,984
Cables												

Name	Cateleg number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CAB-ETH-S-RJ45	CAB-ETH-S-RJ45	Cisco	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	Included	0.000	0.00	10	Included	Included	10	Included	Included
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	10	Included	Included	10	Included	Included
CommDev-S\W											$ -	
SVGXIPV-12422T	SVGXIPV-12422T	Cisco	Cisco Voice Gateway 20x Series IP VOICE W/O CRYPTO	Included	0.000	0.00	10	Included	Included	10	Included	Included
PowerSupplies											$ -	
PWR-30W-AC	PWR-30W-AC	Cisco	Power Supply 30 Watt AC	Included	0.000	0.00	10	Included	Included	10	Included	Included
							VG204				$ -	
VG224	VG224	Cisco	24 Port Voice over IP analog phone gateway	5,395.00	0.384	5,374.28	20	$ 2,071.68	$ 41,434	[redacted]	$ 2,072	$ 2,072
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	20	Included	Included	[redacted]	Included	Included
CommDev-S\W											$ -	
SVGVG-12422T	SVGVG-12422T	Cisco	Cisco VG200 Series IP SUBSET/VOICE	Included	0.000	0.00	20	Included	Included	[redacted]	Included	Included
Memory								Included	Included		Included	Included
MEM-224-1X128D-U	MEM-224-1X128D-U	Cisco	128MB DRAM Memory for VG224 (Factory Upgrade)	Included	0.000	0.00	20	Included	Included	[redacted]	Included	Included
MEM-224-1X64F-U	MEM-224-1X64F-U	Cisco	64MB Flash Memory for VG224 (Factory Upgrade)	Included	0.000	0.00	20	Included	Included	[redacted]	Included	Included
							VG224				$ -	
						Sub Total Section 3.5			$ 1,504,512		$ -	$ 415,496
Section 3.6 - Remote Routers 2-4 User Location											$ -	
Remote-2-4	C1861E-SRST-F/K9	Cisco	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs. HWIC slot	3,995.00	0.384	3,979.66	65	$ 1,534.08	$ 99,715	[redacted]	$ 1,534	$ -
Accessories											$ -	
PWR-1860-220W	PWR-1860-220W	Cisco	1861 Desk Top Power Adapter 100-240VAC	Included	0.000	0.00	65	Included	Included	[redacted]	Included	Included
WIC-BLANK-PANEL	WIC-BLANK-PANEL	Cisco	Blank WAN Interface Card Panel	Included	0.000	0.00	65	Included	Included	[redacted]	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Included	0.000	0.00	65	Included	Included	[redacted]	Included	Included
CommDev-S\W											$ -	
S186UAISK9-15104M	S186UAISK9-15104M	Cisco	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG	800.00	0.384	796.93	65	$ 307.20	$ 19,968	[redacted]	$ 307	$ -
Memory											$ -	
MEM1860-128CF	MEM1860-128CF	Cisco	128MB CF for 1861	Included	0.000	0.00	65	Included	Included	[redacted]	Included	Included
Services											$ -	
CON-SNT-SRSTFK9	CON-SNT-SRSTFK9	Cisco	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE	336.00	0.480	334.39	195	$ 161.28	$ 31,450	[redacted]	$ 161	$ -
							Remote-2-4				$ -	
						Sub Total Section 3.6			$ 151,133		$ -	$ -
Section 3.7 - Remote Routers 5-8 User											$ -	
Remote-5-8	C1861E-SRST-F/K9	Cisco	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs. HWIC slot	3,995.00	0.384	3,979.66	77	$ 1,534.08	$ 118,124	77	$ 1,534	$ 118,124
Accessories											$ -	
PWR-1860-220W	PWR-1860-220W	Cisco	1861 Desk Top Power Adapter 100-240VAC	Included	0.000	0.00	77	Included	Included	77	Included	Included
WIC-BLANK-PANEL	WIC-BLANK-PANEL	Cisco	Blank WAN Interface Card Panel	Included	0.000	0.00	77	Included	Included	77	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	77	Included	Included	77	Included	Included
CommDev-S\W											$ -	
S186UAISK9-15104M	S186UAISK9-15104M	Cisco	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG	800.00	0.384	796.93	77	$ 307.20	$ 23,654	77	$ 307	$ 23,654
Memory											$ -	
MEM1860-128CF	MEM1860-128CF	Cisco	128MB CF for 1861	Included	0.000	0.00	77	Included	Included	77	Included	Included
Services											$ -	
CON-SNT-SRSTFK9	CON-SNT-SRSTFK9	Cisco	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE	336.00	0.480	334.39	231	$ 161.28	$ 37,256	231	$ 161	$ 37,256
							Remote-5-8				$ -	
						Sub Total Section 3.7			$ 179,034			179,034

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	Adjusted Qty	Unit Price	Total Price
ction 3.8 - Remote Routers 9-24											$ -	
REMOTE 9-24-1	C2901-VSEC/K9	Cisco	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	3,695.00	0.384	3,680.81	79	$ 1,418.88	$ 112,092	50	$ 1,419	$ 70,944
Accessories											$ -	
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	79	Included	Included	50	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	79	Included	Included	50	Included	Included
Computer SW											$ -	
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	79	Included	Included	50	Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	79	Included	Included	50	Included	Included
SL-29-SEC-K9	SL-29-SEC-K9	Cisco	Security License for Cisco 2901-2951	Included	0.000	0.00	79	Included	Included	50	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	79	Included	Included	50	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	79	$ 268.80	$ 21,235	50	$ 269	$ 13,440
Power Supplies											$ -	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.000	0.00	79	Included	Included	50	Included	Included
Router Flashes											$ -	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	79	Included	Included		Included	Included
MEM-2900-512M8-DEF	MEM-2900-512M8-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	79	Included	Included		Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	79	Included	Included		Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	79	$ 211.20	$ 16,685		$ 211	$ 10,560
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	79	$ 288.00	$ 22,752		$ 288	$ 14,400
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	79	$ 337.92	$ 26,696		$ 338	$ 16,896
VIC3-2FXS/DID	VIC3-2FXS/DID	Cisco	Two-Port Voice Interface Card- FXS and DID	440.00	0.384	438.31	79	$ 168.96	$ 13,348		$ 169	$ 8,448
Services											$ -	
CON-SNTP-2901VSEC	CON-SNTP-2901VSEC	Cisco	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	488.00	0.480	485.66	79	$ 234.24	$ 18,505		$ 234	$ 11,712
							C2901-VSEC/K9				$ -	
REMOTE 9-24-2	WS-C2960S-24PS-L	Cisco	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	3,995.00	0.384	3,979.66	74	$ 1,534.08	$ 113,522	50	$ 1,534	$ 76,704
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	74	Included	Included		Included	Included
							WS-C2960S-24PS-L				$ -	
WS-C3560CG-8PC-S	WS-C3560CG-8PC-S	Cisco	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	1,795.00	0.384	1,788.11	15	$ 689.28	$ 10,339	15	$ 689	$ 10,339
Accessories					0.384						$ -	
CMP-MGNT-TRAY	CMP-MGNT-TRAY	Cisco	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	40.00	0.384	39.85	15	$ 15.36	$ 230	15	$ 15	$ 230
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	15	Included	Included	15	Included	Included
Services											$ -	
CON-SNT-WSC3560C	CON-SNT-WSC3560C	Cisco	SMARTNET 8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual	111.00	0.480	110.47	45	$ 53.28	$ 2,398	45	$ 53	$ 2,398
							WS-C3560CG-8PC-S				$ -	
						Sub Total Section 3.8			$ 357,801		$ -	$ 236,071
ection 3.9 - Remote Routers 25-48											$ -	
REMOTE-24-48-1	C2911-CME-SRST/K9	Cisco	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	3,895.00	0.384	3,880.04	20	$ 1,495.68	$ 29,914	20	$ 1,496	$ 29,914
Accessories											$ -	
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	20	Included	Included	20	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	20	Included	Included	20	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CommDev-S\W											$ -	
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	20	Included	Included	20	Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	20	Included	Included	20	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	20	Included	Included	20	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	20	$ 268.80	$ 5,376	20	$ 269	$ 5,376
PowerSupplies											$ -	
PWR-2911-AC	PWR-2911-AC	Cisco	Cisco 2911 AC Power Supply	Included	0.000	0.00	20	Included	Included	20	Included	Included
Router Blades											$ -	
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	20	Included	Included	20	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	20	Included	Included	20	Included	Included
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	20	Included	Included	20	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.384	0.00	20	Included	Included	20	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	20	$ 211.20	$ 4,224	20	$ 211	$ 4,224
PVDM3-16	PVDM3-16	Cisco	16-channel high-density voice and video DSP module	800.00	0.384	796.93	20	$ 307.20	$ 6,144	20	$ 307	$ 6,144
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	20	$ 288.00	$ 5,760	20	$ 288	$ 5,760
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	20	$ 337.92	$ 6,758	20	$ 338	$ 6,758
VIC3-4FXS/DID	VIC3-4FXS/DID	Cisco	Four-Port Voice Interface Card - FXS and DID	880.00	0.384	876.62	20	$ 337.92	$ 6,758	20	$ 338	$ 6,758
Services											$ -	
CON-SNTP-2911CMST	CON-SNTP-2911CMST	Cisco	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	704.00	0.480	700.62	20	$ 337.92	$ 6,758	20	$ 338	$ 6,758
						C2911-CME-SRST/K9					$ -	
REMOTE 24-48-2	WS-C2960S-24PS-L	Cisco	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	3,995.00	0.384	3,979.66	12	$ 1,534.08	$ 18,409	12	$ 1,534	$ 18,409
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	12	Included	Included	12	Included	Included
						WS-C2960S-24PS-L					$ -	
REMOTE 24-48-3	WS-C2960S-48LPS-L	Cisco	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	6,495.00	0.384	6,470.06	15	$ 2,494.08	$ 37,411	15	$ 2,494	$ 37,411
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	15	Included	Included	15	Included	Included
						WS-C2960S-48LPS-L					$ -	
						Sub Total Section 3.9			$ 127,513		$ -	$ 127,513
Section 3.10 - Remote Routers\49-300											$ -	
Remote 49-300-1	C3925-CME-SRST/K9	Cisco	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK	10,995.00	0.384	10,952.78	22	$ 4,222.08	$ 92,886	22	$ 4,222	$ 92,886
Accessories											$ -	
FL-CME-SRST-100	FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	2,000.00	0.384	1,992.32	66	$ 768.00	$ 50,688	66	$ 768	$ 50,688
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	22	Included	Included	22	Included	Included
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.384	697.31	22	$ 268.80	$ 5,914	22	$ 269	$ 5,914
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	44	Included	Included	44	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	22	Included	Included	22	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	22	Included	Included	22	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.000	0.00	22	Included	Included	22	Included	Included
SL-39-DATA-K9	SL-39-DATA-K9	Cisco	Data License for Cisco 3900 Series	1,000.00	0.384	996.16	22	$ 384.00	$ 8,448	22	$ 384	$ 8,448
PowerSupplies											$ -	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.000	0.00	22	Included	Included	22	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PSI	500.00	0.384	498.08	22	$ 192.00	$ 4,224	22	$ 192	$ 4,224
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	22	Included	Included	22	Included	Included
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.000	0.00	22	Included	Included	22	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	22	Included	Included	22	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	22	Included	Included	22	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	22	Included	Included	22	Included	Included
PVDM3-64U192	PVDM3-64U192	Cisco	PVDM3 64-channel to 192-channel factory upgrade	5,060.00	0.384	5,040.57	22	$ 1,943.04	$ 42,747	22	$ 1,943	$ 42,747
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	44	$ 337.92	$ 14,868	44	$ 338	$ 14,868
Services											$ -	
CON-SNTP-3925CMST	CON-SNTP-3925CMST	Cisco	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	1,760.00	0.480	1,751.55	22	$ 844.80	$ 18,586	22	$ 845	$ 18,586
						C3925-CME-SRST/K9 Sub Total Section 3.10			$ 238,360		$ -	$ 238,360
ection 3.11 - Switches Un Allocated											$ -	
2960S-STACK=	C2960S-STACK=	Cisco	Catalyst 2960S Flexstack Stack Module	1,500.00	0.384	1,494.24	50	$ 576.00	$ 28,800	50	$ 576	$ 28,800
Cables											$ -	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.000	0.00	50	Included	Included	50	Included	Included
						C2960S-STACK=					$ -	
WS-C2960S-24PS-L	WS-C2960S-24PS-L	Cisco	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	3,995.00	0.384	3,979.66	21	$ 1,534.08	$ 32,216	21	$ 1,534	$ 32,216
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	21	Included	Included	21	Included	Included
						WS-C2960S-24PS-L					$ -	
WS-C2960S-48LPS-L	WS-C2960S-48LPS-L	Cisco	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	6,495.00	0.384	6,470.06	130	$ 2,494.08	$ 324,230	130	$ 2,494	$ 324,230
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	130	Included	Included	130	Included	Included
						WS-C2960S-48LPS-L Sub Total Section 3.11			$ 385,246		$ -	$ 385,246
ection 3.12 - Core Audio Conferencing											$ -	
CONF-AUDIO-HW-1	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
CAB-C13-C14-2M	CAB-C13-C14-2M	Cisco	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Power Supplies											$ -	
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	Included	Included
Voice and IP Communications											$ -	
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	Included	Included
Services											$ -	

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ 454	$ 1,362
						CONF-AUDIO-HW-1					$ -	
CONF-AUDIO-HW-2	UCS-C210M2-VCD2	Cisco	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	23,679.00	0.384	23,588.07	1	$ 9,092.74	$ 9,093	1	$ 9,093	$ 9,093
Accessories											$ -	
UC-A01-X0109	UC-A01-X0109	Cisco	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	Included	0.000	0.00	2	Included	Included	2	Included	Included
UC-A03-D146GC2	UC-A03-D146GC2	Cisco	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	Included	0.000	0.00	10	Included	Included	10	Included	Included
UC-N2XX-ABPCI03	UC-N2XX-ABPCI03	Cisco	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R210-ODVDRW	UC-R210-ODVDRW	Cisco	DVD-RW Drive for UCS C210 M1 Rack Servers	Included	0.000	0.00	1	Included	Included	1	Included	Included
UC-R2XX-PL003	UC-R2XX-PL003	Cisco	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	Included	0.000	0.00	1	Included	Included	1	Included	Included
CAB-C13-C14-2M	CAB-C13-C14-2M	Cisco	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	0.00	0.000	0.00	2	Included	Included	2	Included	Included
PowerSupplies											$ -	
UC-R2X0-PSU2-650W	UC-R2X0-PSU2-650W	Cisco	650W power supply unit for UCS C210 M1 Rack Server	Included	0.000	0.00	2	Included	Included	2	Included	Included
Voice and IP Communications											$ -	
UC-A02-M304GB2-L	UC-A02-M304GB2-L	Cisco	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	Included	0.000	0.00	12	Included	Included	12	Included	Included
Services											$ -	
CON-UCW3-C210M2VC	CON-UCW3-C210M2VC	Cisco	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	946.00	0.480	941.46	3	$ 454.08	$ 1,362	3	$ 454	$ 1,362
						CONF-AUDIO-HW-2					$ -	
CONF-AUDIO-1	L-MP8X-LIC	Cisco	MP 8.x User License Top Level	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
L-MP8X-USR-1	L-MP8X-USR-1	Cisco	MP 8.x A/V User License - 1 User - eDelivery	80.00	0.384	79.69	1,000	$ 30.72	$ 30,720	1,000	$ 31	$ 30,720
Services											$ -	
CON-ESW-LMP8XLIC	CON-ESW-LMP8XLIC	Cisco	ESSENTIAL SW MP 8.x User License Top Level	0.00	0.000	0.00	5	Included	Included	5	Included	Included
CON-ESW-LMP8XUSR	CON-ESW-LMP8XUSR	Cisco	ESSENTIAL SW MP 8.x A/V User License - 1 User eDeliv	5.00	0.480	4.98	3,000	$ 2.40	$ 7,200	3,000	$ 2	$ 7,200
						L-MP8X-LIC					$ -	
MP8X-SW-K9	MP8X-SW-K9	Cisco	MP 8.x Top Level	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
MP8X-AV-SVR-K9	MP8X-AV-SVR-K9	Cisco	MP 8.x Audio/Video Server	24,995.00	0.384	24,899.02	2	$ 9,598.08	$ 19,196	2	$ 9,598	$ 19,196
Services											$ -	
CON-ESW-MP8XAVS	CON-ESW-MP8XAVS	Cisco	ESSENTIAL SW MP 8.x Audio/Video Server	1,500.00	0.480	1,492.80	6	$ 720.00	$ 4,320	6	$ 720	$ 4,320
CON-ESW-MP8XSWK9	CON-ESW-MP8XSWK9	Cisco	ESSENTIAL SW MP 8.x Top Level	0.00	0.000	0.00	5	Included	Included	5	Included	Included
						MP8X-SW-K9					$ -	
UCSS-MTNGPLACE	UCSS-MTNGPLACE	Cisco	UCSS for MeetingPlace 8.x	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
UCSS-MP-USR-3-10	UCSS-MP-USR-3-10	Cisco	UCSS for MeetingPlace Audio and Video - 3 Years - 10 users	219.00	0.384	218.16	100	$ 84.10	$ 8,410	100	$ 84	$ 8,410
						UCSS-MTNGPLACE					$ -	
VMW-CONF-AUDIO-HW-1	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144
CommDev-S\W											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
						VMW-CONF-AUDIO-HW-1					$ -	
VMW-CONF-AUDIO-HW-2	VMW-UC-STD-K9-1A	Cisco	VMware ESXi 4 Standard (2 CPU), 1 yr support required	2,980.00	0.384	2,968.56	1	$ 1,144.32	$ 1,144	1	$ 1,144	$ 1,144

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Computer Sftw											$ -	
VMW-VS-STD-1A	VMW-VS-STD-1A	Cisco	VMware vSphere Standard (1 CPU), 1 yr support required	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-ISV1-UCSTD1A	CON-ISV1-UCSTD1A	Cisco	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-ISV1-VSSTD1A	CON-ISV1-VSSTD1A	Cisco	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	450.00	0.480	447.84	2	$ 216.00	$ 432	2	$ 216	$ 432
						VMW-CONF-AUDIO-HW-2					$ -	
						Sub Total Sectin 3.12			$ 93,908		$ -	$ 93,908
ction 3.13 - Spares											$ -	
901-VSEC/K9	C2901-VSEC/K9	Cisco	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	3,695.00	0.384	3,680.81	1	$ 1,418.88	$ 1,419	1	$ 1,419	$ 1,419
Accessories											$ -	
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Computer Sftw											$ -	
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included.	Included
SL-29-SEC-K9	SL-29-SEC-K9	Cisco	Security License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Power Supplies											$ -	
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Flashes											$ -	
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	1	$ 211.20	$ 211	1	$ 211	$ 211
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	1	$ 288.00	$ 288	1	$ 288	$ 288
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VIC3-2FXS/DID	VIC3-2FXS/DID	Cisco	Two-Port Voice Interface Card- FXS and DID	440.00	0.384	438.31	1	$ 168.96	$ 169	1	$ 169	$ 169
VWIC3-2MFT-T1/E1	VWIC3-2MFT-T1/E1	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	1	$ 844.80	$ 845	1	$ 845	$ 845
Services											$ -	
CON-SNIP-2901VSEC	CON-SNIP-2901VSEC	Cisco	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	488.00	0.480	485.66	1	$ 234.24	$ 234	1	$ 234	$ 234
						C2901-VSEC/K9					$ -	
2901-VSEC/K9	C2901-VSEC/K9	Cisco	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	3,695.00	0.384	3,680.81	1	$ 1,418.88	$ 1,419	1	$ 1,419	$ 1,419
Accessories											$ -	
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Computer Sftw											$ -	
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-SEC-K9	SL-29-SEC-K9	Cisco	Security License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	1	$ 268.80	$ 269			269

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
PowerSupplies												
PWR-2901-AC	PWR-2901-AC	Cisco	Cisco 2901 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	$ - Included	Included
Router Blades												
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	$ - Included	Included
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	1	$ 211.20	$ 211	1	$ 211	$ 211
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	1	$ 288.00	$ 288	1	$ 288	$ 288
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VIC3-2FXS/DID	VIC3-2FXS/DID	Cisco	Two-Port Voice Interface Card- FXS and DID	440.00	0.384	438.31	1	$ 168.96	$ 169	1	$ 169	$ 169
VWIC3-2MFT-T1/E1	VWIC3-2MFT-T1/E1	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	1	$ 844.80	$ 845	1	$ 845	$ 845
Services												
CON-SNTP-2901VSEC	CON-SNTP-2901VSEC	Cisco	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	488.00	0.480	485.66	1	$ 234.24	$ 234	1	$ - $ 234	$ 234
C2911-CME-SRST/K9	C2911-CME-SRST/K9	Cisco	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	3,895.00	0.384	C2901-VSEC/K9 3,880.04	1	$ 1,495.68	$ 1,496	1	$ - $ 1,496	$ 1,496
Accessories												
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	$ - Included	Included
Cables												
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	$ - Included	Included
CommDev-S\W												
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	$ - Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
PowerSupplies												
PWR-2911-AC	PWR-2911-AC	Cisco	Cisco 2911 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	$ - Included	Included
Router Blades												
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	1	Included	Included	1	$ - Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	1	$ 211.20	$ 211	1	$ 211	$ 211
PVDM3-16	PVDM3-16	Cisco	16-channel high-density voice and video DSP module	800.00	0.384	796.93	1	$ 307.20	$ 307	1	$ 307	$ 307
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	1	$ 288.00	$ 288	1	$ 288	$ 288
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VIC3-4FXS/DID	VIC3-4FXS/DID	Cisco	Four-Port Voice Interface Card - FXS and DID	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VWIC2-2MFT-T1/E1	VWIC2-2MFT-T1/E1	Cisco	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	1	$ 844.80	$ 845	1	$ 845	$ 845
Services												
CON-SNTP-2911CMST	CON-SNTP-2911CMST	Cisco	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	704.00	0.480	700.62	1	$ 337.92	$ 338	1	$ - $ 338	$ 338
C2911-CME-SRST/K9	C2911-CME-SRST/K9	Cisco	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	3,895.00	0.384	C2911-CME-SRST/K9 3,880.04	1	$ 1,495.68	$ 1,496	1	$ - $ 1,496	$ 1,496

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Accessories											$ -	
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P. 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Connectivity SW											$ -	
S29UK9-15104M	S29UK9-15104M	Cisco	Cisco 2901-2921 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-IPB-K9	SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-UC-K9	SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-29-DATA-K9	SL-29-DATA-K9	Cisco	Data License for Cisco 2901-2951	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Power Supplies											$ -	
PWR-2911-AC	PWR-2911-AC	Cisco	Cisco 2911 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
Router Blades											$ -	
L-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-2900-512MB-DEF	MEM-2900-512MB-DEF	Cisco	512MB DRAM for Cisco 2901-2921 ISR (Default)	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	550.00	0.384	547.89	1	$ 211.20	$ 211	1	$ 211	$ 211
PVDM3-16	PVDM3-16	Cisco	16-channel high-density voice and video DSP module	800.00	0.384	796.93	1	$ 307.20	$ 307	1	$ 307	$ 307
PVDM3-16U32	PVDM3-16U32	Cisco	PVDM3 16-channel to 32-channel factory upgrade	750.00	0.384	747.12	1	$ 288.00	$ 288	1	$ 288	$ 288
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VIC3-4FXS/DID	VIC3-4FXS/DID	Cisco	Four-Port Voice Interface Card - FXS and DID	880.00	0.384	876.62	1	$ 337.92	$ 338	1	$ 338	$ 338
VWIC2-2MFT-T1/E1	VWIC2-2MFT-T1/E1	Cisco	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	1	$ 844.80	$ 845	1	$ 845	$ 845
Services											$ -	
CON-SNTP-2911CMST	CON-SNTP-2911CMST	Cisco	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	704.00	0.480	700.62	1	$ 337.92	$ 338	1	$ 338	$ 338
						C2911-CME-SRST/K9					$ -	
C2960S-STACK=	C2960S-STACK=	Cisco	Catalyst 2960S Flexstack Stack Module	1,500.00	0.384	1,494.24	1	$ 576.00	$ 576	1	$ 576	$ 576
Cables											$ -	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						C2960S-STACK=					$ -	
C2960S-STACK=	C2960S-STACK=	Cisco	Catalyst 2960S Flexstack Stack Module	1,500.00	0.384	1,494.24	1	$ 576.00	$ 576	1	$ 576	$ 576
Cables											$ -	
CAB-STK-E-0.5M	CAB-STK-E-0.5M	Cisco	Cisco FlexStack 50cm stacking cable	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						C2960S-STACK=					$ -	
C3925-CME-SRST/K9	C3925-CME-SRST/K9	Cisco	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25. UC License PAK	10,995.00	0.384	10,952.78	1	$ 4,222.08	$ 4,222	1	$ 4,222	$ 4,222
Accessories					0.384						$ -	
FL-CME-SRST-100	FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	2,000.00	0.384	1,992.32	3	$ 768.00	$ 2,304	3	$ 768	$ 2,304
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P. 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Connectivity SW											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-DATA-K9	SL-39-DATA-K9	Cisco	Data License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-64U192	PVDM3-64U192	Cisco	PVDM3 64-channel to 192-channel factory upgrade	5,060.00	0.384	5,040.57	1	$ 1,943.04	$ 1,943	1	$ 1,943	$ 1,943
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	2	$ 337.92	$ 676	2	$ 338	$ 676
VWIC3-2MFT-T1/E1	VWIC3-2MFT-T1/E1	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	2	$ 844.80	$ 1,690	2	$ 845	$ 1,690
Services											$ -	
CON-SNTP-3925CMST	CON-SNTP-3925CMST	Cisco	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	1,760.00	0.480	1,751.55	1	$ 844.80	$ 845	1	$ 845	$ 845
						C3925-CME-SRST/K9					$ -	
C3925-CME-SRST/K9	C3925-CME-SRST/K9	Cisco	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK	10,995.00	0.384	10,952.78	1	$ 4,222.08	$ 4,222	1	$ 4,222	$ 4,222
Accessories											$ -	
FL-CME-SRST-100	FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	2,000.00	0.384	1,992.32	3	$ 768.00	$ 2,304	3	$ 768	$ 2,304
FL-SRST	FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
MEM-3900-1GU2GB	MEM-3900-1GU2GB	Cisco	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	700.00	0.384	697.31	1	$ 268.80	$ 269	1	$ 269	$ 269
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15R, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
CommDev-S\W											$ -	
S39UK9-15104M	S39UK9-15104M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-IPB-K9	SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-UC-K9	SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	Included	0.000	0.00	1	Included	Included	1	Included	Included
SL-39-DATA-K9	SL-39-DATA-K9	Cisco	Data License for Cisco 3900 Series	1,000.00	0.384	996.16	1	$ 384.00	$ 384	1	$ 384	$ 384
PowerSupplies											$ -	
PWR-3900-AC	PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	Included	0.000	0.00	1	Included	Included	1	Included	Included
PWR-3900-AC/2	PWR-3900-AC/2	Cisco	Cisco 3925/3945 AC Power Supply (Secondary PS)	500.00	0.384	498.08	1	$ 192.00	$ 192	1	$ 192	$ 192
Router Blades											$ -	
3900-FANASSY	3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	Included	0.000	0.00	1	Included	Included	1	Included	Included
C3900-SPE100/K9	C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
FL-CME-SRST-25	FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	Included	0.000	0.00	1	Included	Included	1	Included	Included
ISR-CCP-EXP	ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	Included	0.000	0.00	1	Included	Included	1	Included	Included
MEM-CF-256MB	MEM-CF-256MB	Cisco	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	Included	0.000	0.00	1	Included	Included	1	Included	Included
PVDM3-64U192	PVDM3-64U192	Cisco	PVDM3 64-channel to 192-channel factory upgrade	5,060.00	0.384	5,040.57	1	$ 1,943.04	$ 1,943	1	$ 1,943	$ 1,943

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
VIC2-4FXO	VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	880.00	0.384	876.62	2	$ 337.92	$ 676	2	$ 338	$ 676
VWIC3-2MFT-T1/E1	VWIC3-2MFT-T1/E1	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	2	$ 844.80	$ 1,690	2	$ 845	$ 1,690
Services											$ -	
CON-SNTP-3925CMST	CON-SNTP-3925CMST	Cisco	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	1,760.00	0.480	1,751.55	1	$ 844.80	$ 845	1	$ 845	$ 845
						C3925-CME-SRST/K9					$ -	
CP-6945-C-K9=	CP-6945-C-K9=	Cisco	Cisco UC Phone 6945, Charcoal, Standard Handset	365.00	0.384	363.60	10	$ 140.16	$ 1,402	10	$ 140	$ 1,402
CP-8945-K9=	CP-8945-K9=	Cisco	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	525.00	0.384	522.98	10	$ 201.60	$ 2,016	10	$ 202	$ 2,016
CP-9951-C-CAM-K9=	CP-9951-C-CAM-K9=	Cisco	Cisco UC Phone 9951, Charcoal, Std Hndst with Camera	795.00	0.384	791.95	5	$ 305.28	$ 1,526	5	$ 305	$ 1,526
CP-CKEM-C=	CP-CKEM-C=	Cisco	Cisco Unified IP Color Key Expansion Module, Charcoal	495.00	0.384	493.10	5	$ 190.08	$ 950	5	$ 190	$ 950
C1861E-SRST-F/K9	C1861E-SRST-F/K9	Cisco	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs. HWIC slot	3,995.00	0.384	3,979.66	2	$ 1,534.08	$ 3,068	2	$ 1,534	$ 3,068
Accessories											$ -	
PWR-1860-220W	PWR-1860-220W	Cisco	1861 Desk Top Power Adapter 100-240VAC	Included	0.000	0.00	2	Included	Included	2	Included	Included
WIC-BLANK-PANEL	WIC-BLANK-PANEL	Cisco	Blank WAN Interface Card Panel	Included	0.000	0.00	2	Included	Included	2	Included	Included
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Included	0.000	0.00	2	Included	Included	2	Included	Included
Competitive SW											$ -	
S186UAISK9-15104M	S186UAISK9-15104M	Cisco	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG	800.00	0.384	796.93	2	$ 307.20	$ 614	2	$ 307	$ 614
Memory											$ -	
MEM1860-128CF	MEM1860-128CF	Cisco	128MB CF for 1861	Included	0.000	0.00	2	Included	Included	2	Included	Included
Services											$ -	
CON-SNT-SRSTFK9	CON-SNT-SRSTFK9	Cisco	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE	336.00	0.480	334.39	6	$ 161.28	$ 968	6	$ 161	$ 968
						Remote-2-4					$ -	
VG204	VG204	Cisco	Cisco VG204 Analog Voice Gateway	1,295.00	0.384	1,290.03	2	$ 497.28	$ 995	2	$ 497	$ 995
Cables											$ -	
CAB-ETH-S-RJ45	CAB-ETH-S-RJ45	Cisco	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	Included	0.000	0.00	2	Included	Included	2	Included	Included
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Competitive SW											$ -	
SVGXIPV-12422T	SVGXIPV-12422T	Cisco	Cisco Voice Gateway 20x Series IP VOICE W/O CRYPTO	Included	0.000	0.00	2	Included	Included	2	Included	Included
Power Supplies											$ -	
PWR-30W-AC	PWR-30W-AC	Cisco	Power Supply 30 Watt AC	Included	0.000	0.00	2	Included	Included	2	Included	Included
							VG204				$ -	
VG224	VG224	Cisco	24 Port Voice over IP analog phone gateway	5,395.00	0.384	5,374.28	2	$ 2,071.68	$ 4,143	2	$ 2,072	$ 4,143
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	2	Included	Included	2	Included	Included
Competitive SW											$ -	
SVGVG-12422T	SVGVG-12422T	Cisco	Cisco VG200 Series IP SUBSET/VOICE	Included	0.000	0.00	2	Included	Included	2	Included	Included
Memory											$ -	
MEM-224-1X128D-U	MEM-224-1X128D-U	Cisco	128MB DRAM Memory for VG224 (Factory Upgrade)	Included	0.000	0.00	2	Included	Included	2	Included	Included
MEM-224-1X64F-U	MEM-224-1X64F-U	Cisco	64MB Flash Memory for VG224 (Factory Upgrade)	Included	0.000	0.00	2	Included	Included	2	Included	Included
							VG224				$ -	
VWIC3-2MFT-T1/E1=	VWIC3-2MFT-T1/E1=	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.384	2,191.55	50	$ 844.80	$ 42,240	50	$ 845	$ 42,240
WS-C2960S-24PS-L	WS-C2960S-24PS-L	Cisco	Catalyst 2960S 24 GigE PoE 370W; 4 x SFP LAN Base	3,995.00	0.384	3,979.66	1	$ 1,534.08	$ 1,534	1	$ 1,534	$ 1,534

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C2960S-24PS-L					$ -	
WS-C2960S-24PS-L	WS-C2960S-24PS-L	Cisco	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	3,995.00	0.384	3,979.66	1	$ 1,534.08	$ 1,534	1	$ 1,534	$ 1,534
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C2960S-24PS-L					$ -	Included
WS-C2960S-48LPS-L	WS-C2960S-48LPS-L	Cisco	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	6,495.00	0.384	6,470.06	1	$ 2,494.08	$ 2,494	1	$ 2,494	$ 2,494
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C2960S-48LPS-L					$ -	
WS-C2960S-48LPS-L	WS-C2960S-48LPS-L	Cisco	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	6,495.00	0.384	6,470.06	1	$ 2,494.08	$ 2,494	1	$ 2,494	$ 2,494
Cables											$ -	
CAB-16AWG-AC	CAB-16AWG-AC	Cisco	AC Power cord, 16AWG	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C2960S-48LPS-L					$ -	
WS-C3560CG-8PC-S	WS-C3560CG-8PC-S	Cisco	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	1,795.00	0.384	1,788.11	1	$ 689.28	$ 689	1	$ 689	$ 689
Accessories											$ -	
CMP-MGNT-TRAY	CMP-MGNT-TRAY	Cisco	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	40.00	0.384	39.85	1	$ 15.36	$ 15	1	$ 15	$ 15
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C3560CG-8PC-S					$ -	
WS-C3560CG-8PC-S	WS-C3560CG-8PC-S	Cisco	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	1,795.00	0.384	1,788.11	1	$ 689.28	$ 689	1	$ 689	$ 689
Accessories											$ -	
CMP-MGNT-TRAY	CMP-MGNT-TRAY	Cisco	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	40.00	0.384	39.85	1	$ 15.36	$ 15	1	$ 15	$ 15
Cables											$ -	
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						WS-C3560CG-8PC-S					$ -	
						Sub Total Section 3.13			$ 109,993			$ 109,993
						Total Section 3			$ 5,216,020			
Section 4.0 - UC Optional Equipment												
Section 4.1 - Video Conferencing 110 Smokey Bear (IPOC) OPTIONAL												
VIDEO-MCU-1	CTI-4515-MCU-K9	Cisco	MCU 4515 - 30 Port HD MCU	254,880.00	0.384	253,901.26	1	$ 97,873.92	$ 97,874	1	$ 97,874	$ 97,874
CommDev-S\W											$ -	
LIC-4515-MCU-K9	LIC-4515-MCU-K9	Cisco	License Key For MCU 4515 Software Image, Used During DF	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-4515-WCO	LIC-4515-WCO	Cisco	License Key For Web Conferencing Option, Incl With MCU 4515	Included	0.000	0.00	1	Included	Included	1	Included	Included
SW-4500-MCU-K9	SW-4500-MCU-K9	Cisco	Software Image For MCU 4505, Latest Version	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-AESCDN-K9	LIC-AESCDN-K9	Cisco	AES and HTTPS Enable Option	0.00	0.000	0.00	1	Included	Included	1	Included	Included
TelePresence											$ -	
PWR-CORD-US-C	PWR-CORD-US-C	Cisco	34-0003-01 CABLE, IEC C-13 to USA mains lead, UL	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-ECDO-4515MCU	CON-ECDO-4515MCU	Cisco	ESS WITH 8X5XNBDOS MCU4515 30Port HD MCU With Web Conf Opt	31,860.00	0.480	31,707.07	3	$ 15,292.80	$ 45,878	3	$ 15,293	$ 45,878
						VIDEO-MCU-1					$ -	
VIDEO-MGT-1	CTI-TMS-SW-K9	Cisco	Cisco TelePresence Management Suite - Includes 10 Systems	3,648.00	0.384	3,633.99	1	$ 1,400.83	$ 1,401	1	$ 1,401	$ 1,401
CommDev-S\W											$ -	
LIC-TMS-10-UPG	LIC-TMS-10-UPG	Cisco	Cisco TMS - Additional 10 Systems	Included		0.00	1	Included	Included		Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
LIC-TMS-APL-S80100	LIC-TMS-APL-S80100	Cisco	TMS Lic Key Base Software Image, Used During DF	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-TMS-SPUPG-PAK	LIC-TMS-SPUPG-PAK	Cisco	TMS Starter Pack Upgrade PAK	Included	0.000	0.00	1	Included	Included	1	Included	Included
SW-TMS-APL-S80100	SW-TMS-APL-S80100	Cisco	TMS Base Software Image Latest Version	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-TMS-100	LIC-TMS-100	Cisco	Cisco TMS - Additional 100 Systems	19,080.00	0.384	19,006.73	1	$ 7,326.72	$ 7,327	1	$ 7,327	$ 7,327
LIC-TMS-NETINT	LIC-TMS-NETINT	Cisco	Network Int Pkg (Polycom MGC, Radvision VialP, Cisco 3540)	50,400.00	0.384	50,206.46	1	$ 19,353.60	$ 19,354	1	$ 19,354	$ 19,354
Services											$ -	
CON-ECDO-LTMS-100	CON-ECDO-LTMS-100	Cisco	ESS WITH 8X5XNBDOS TMS Management Suite - Addl 100 Systems	4,770.00	0.480	4,747.10	3	$ 2,289.60	$ 6,869	3	$ 2,290	$ 6,869
CON-ECDO-LTNETINT	CON-ECDO-LTNETINT	Cisco	ESS WITH 8X5XNBDOS Ntwk Int Pkg Polyc MGC, Radv VialP, 3540	5,040.00	0.480	5,015.81	3	$ 2,419.20	$ 7,258	3	$ 2,419	$ 7,258
CON-ECMU-CTITMSSW	CON-ECMU-CTITMSSW	Cisco	ESS SW SUPP+UPGR TMS Mgmt Suite Svr Lic-Incl 10 Svss	912.00	0.480	907.62	3	$ 437.76	$ 1,313	3	$ 438	$ 1,313
						VIDEO-MGT-1					$ -	
VIDEO-MGT-2	CTI-VCS-EXPRESS-K9	Cisco	VCS Expressway Incl 5 traversal calls	21,360.00	0.384	21,277.98	1	$ 8,202.24	$ 8,202	1	$ 8,202	$ 8,202
Competitive SW											$ -	
LIC-VCS-1800TURN	LIC-VCS-1800TURN	Cisco	VCS 1800 TURN Relay option	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-BASE-K9	LIC-VCS-BASE-K9	Cisco	License Key - VCS K9 Software Image, Used During DF	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-DEVPROV	LIC-VCS-DEVPROV	Cisco	Enable Device Provisioning, Free, VCS Control ONLY	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-GW	LIC-VCS-GW	Cisco	Enable GW Feature (H323-SIP)	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCSE-5+	LIC-VCSE-5+	Cisco	Video Communication Server - 5 Traversal Calls	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCSE-E	LIC-VCSE-E	Cisco	Enable Expressway feature	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCSE-20	LIC-VCSE-20	Cisco	Video Communication Server - 20 Traversal Calls	29,280.00	0.384	29,167.56	1	$ 11,243.52	$ 11,244	1	$ 11,244	$ 11,244
SW-VCS-6.X-K9	SW-VCS-6.X-K9	Cisco	Software Image for VCS with Encryption, Version X6	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Telepresence											$ -	
PWR-CORD-US-A	PWR-CORD-US-A	Cisco	Pwr Cord US 1.8m Black YP-12 To YC-12	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-ECDO-SEPRESK9	CON-ECDO-SEPRESK9	Cisco	ESS WITH 8X5XNBDOS VCS Expressway Incl 5 trav calls	2,670.00	0.480	2,657.18	3	$ 1,281.60	$ 3,845	3	$ 1,282	$ 3,845
CON-ECDO-VCSE-20	CON-ECDO-VCSE-20	Cisco	ESS WITH 8X5XNBDOS Video Comm Svr - add 20 Traversal Calls	3,660.00	0.480	3,642.43	3	$ 1,756.80	$ 5,270	3	$ 1,757	$ 5,270
						VIDEO-MGT-2					$ -	
VIDEO-MGT-3	CTI-VCS-BASE-K9	Cisco	VCS Control And Expressway	12,360.00	0.384	12,312.54	1	$ 4,746.24	$ 4,746	1	$ 4,746	$ 4,746
Competitive SW											$ -	
LIC-VCS-BASE-K9	LIC-VCS-BASE-K9	Cisco	License Key - VCS K9 Software Image, Used During DF	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-DEVPROV	LIC-VCS-DEVPROV	Cisco	Enable Device Provisioning, Free, VCS Control ONLY	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-GW	LIC-VCS-GW	Cisco	Enable GW Feature (H323-SIP)	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCSE-100	LIC-VCSE-100	Cisco	100 Traversal Calls for VCS Control only	Included	0.000	0.00	1	Included	Included	1	Included	Included
LIC-VCS-10	LIC-VCS-10	Cisco	Video Comm Server 10 Add Non-traversal Network Calls	7,920.00	0.384	7,889.59	1	$ 3,041.28	$ 3,041	1	$ 3,041	$ 3,041
LIC-VCS-50	LIC-VCS-50	Cisco	Video Comm Server 50 Add Non-traversal Network Calls	31,920.00	0.384	31,797.43	1	$ 12,257.28	$ 12,257	1	$ 12,257	$ 12,257
LIC-VCS-FINDME	LIC-VCS-FINDME	Cisco	Video Communication Server - FindMe application	10,680.00	0.384	10,638.99	1	$ 4,101.12	$ 4,101	1	$ 4,101	$ 4,101
SW-VCS-6.X-K9	SW-VCS-6.X-K9	Cisco	Software Image for VCS with Encryption, Version X6	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Telepresence											$ -	
PWR-CORD-US-A	PWR-CORD-US-A	Cisco	Pwr Cord US 1.8m Black YP-12 To YC-12	0.00	0.000	0.00	1	Included	Included	1	Included	Included
Services											$ -	
CON-ECDO-CTIVCSBS	CON-ECDO-CTIVCSBS	Cisco	ESS WITH 8X5XNBDOS VCS Control And Expressway	1,545.00	0.480	1,537.58	3	$ 741.60	$ 2,225	3	$ 742	$ 2,225
CON-ECDO-LICVCS10	CON-ECDO-LICVCS10	Cisco	ESS WITH 8X5XNBDOS VCS 10 Add Non-traversal Ntwk Calls	990.00	0.480	985.25	3	$ 475.20	$ 1,426	3	$ 475	$ 1,426

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CON-ECDO-LICVCSS0	CON-ECDO-LICVCSS0	Cisco	ESS WITH 8X5XNBDOS VCS 50 Add Non-traversal Ntwk Calls	3,990.00	0.480	3,970.85	3	$ 1,915.20	$ 5,746	3	$ 1,915	$ 5,746
CON-ECDO-VCFINDME	CON-ECDO-VCFINDME	Cisco	ESS WITH 8X5XNBDOS Video Communication Server - FindMe App	1,335.00	0.480	1,328.59	3	$ 640.80	$ 1,922	3	$ 641	$ 1,922
						VIDEO-MGT-3					$ -	
CTI-TCS-5RP-K9	CTI-TCS-5RP-K9		Content Server - 5 Recording Ports 2 Live Ouput	43,920.00	0.384	43,920.00	1	$ 16,865.28	$ 16,865	1	$ 16,865	$ 16,865
CON-ECDN-TCS-5RP	CON-ECDN-TCS-5RP		ESS WITH 8X5XNBD Tandberg Content Svr-5 RecPts-2Liv Ouput	8,344.00	0.480	8,344.00	1	$ 4,005.12	$ 4,005	1	$ 4,005	$ 4,005
PWR-CORD-US-A	PWR-CORD-US-A		Pwr Cord US 1.8m Black YP-12 To YC-12	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LIC-TCS-2L	LIC-TCS-2L		2 Live Output Calls License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LIC-TCS-5.0-K9	LIC-TCS-5.0-K9		CTCS Version 5.0 software - license	0.00	0.000	0.00	1	Included	Included	1	Included	Included
LIC-TCS-5R	LIC-TCS-5R		5 Recording Call License	0.00	0.000	0.00	1	Included	Included	1	Included	Included
SW-TCS-5.0-K9	SW-TCS-5.0-K9		CTCS Version 5.0 software	0.00	0.000	0.00	1	Included	Included	1	Included	Included
						Sub Total Content Server						
MXE-3500-V2-BGL-K9	MXE-3500-V2-BGL-K9		MXE-3500 Bundle (V2-K9 server Base SW + Graphics + Live)	70,000.00	0.384	70,000.00	1	$ 26,880.00	$ 26,880	1	$ 26,880	$ 26,880
CON-SAS-MXE35BGL	CON-SAS-MXE35BGL		SW APP SUPP MXE V2 + Base Software + G + L	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CAB-N5K6A-NA	CAB-N5K6A-NA		Power Cord 200/240V 6A North America	0.00	0.000	0.00	1	Included	Included	1	Included	Included
MXE-3500-STLIC	MXE-3500-STLIC		MXE-3500 Speech to Text Option	20,000.00	0.384	20,000.00	1	$ 7,680.00	$ 7,680	1	$ 7,680	$ 7,680
CON-SAS-MXE35STL	CON-SAS-MXE35STL		SW APP SUPP MXE-3500 Speech to Text Option	6,000.00	0.480	6,000.00	1	$ 2,880.00	$ 2,880	1	$ 2,880	$ 2,880
MXE-3500-33LIC-K9	MXE-3500-33LIC-K9		MXE-3500 Base Software V3.3	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-SAS-3500333L	CON-SAS-3500333L		SW APP SUPP MXE-3500 Base Software R3.3	11,400.00	0.480	11,400.00	1	$ 5,472.00	$ 5,472	1	$ 5,472	$ 5,472
MXE-3500-GRLIC	MXE-3500-GRLIC		MXE-3500 Graphics Option	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-SAS-MXE350G2	CON-SAS-MXE350G2		SW APP SUPP MXE-3500 Graphics Option	6,000.00	0.480	6,000.00	1	$ 2,880.00	$ 2,880	1	$ 2,880	$ 2,880
MXE-3500-LVLIC	MXE-3500-LVLIC		MXE-3500 Live Option	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CON-SAS-MXE350L1	CON-SAS-MXE350L1		SW APP SUPP MXE-3500 Live Option	4,500.00	0.480	4,500.00	1	$ 2,160.00	$ 2,160	1	$ 2,160	$ 2,160
						Sub Total MXE						
						Sub Total Section 4.1			$ 320,121		$ -	$ 320,121
Section 4.2 UC Contact Center OPTIONAL											$ -	
L-CCX-85-ADDON-LIC	L-CCX-85-ADDON-LIC	Cisco	CCX 8.5 ADDON - eDelivery LICENSES ONLY	0	0.000	0	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
L-CCX-85-A-P-LIC	L-CCX-85-A-P-LIC	Cisco	CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	1,850.00	0.384	1,842.90	1	$ 710.40	$ 710	1	$ 710	$ 710
Services											$ -	
CON-ESW-CCXAPLIC	CON-ESW-CCXAPLIC	Cisco	ESSENTIAL SW CCX 8.5 ADDON PREMIUM Seat Qty 1 LICENSE	205.00	0.480	204.02	3	$ 98.40	$ 295	3	$ 98	$ 295
						L-CCX-85-ADDON-LIC						
L-UCSS-CCX						L-UCSS-CCX					$ -	
CommDev-S\W											$ -	
L-UCSS-CCX-P-3-1	L-UCSS-CCX-P-3-1 L-UCSS-CCX	Cisco	UCSS for CCX PRE for Three Years - 1 users	311.00	0.384	309.81	1	$ 119.42	$ 119	1	$ 119	$ 119
											$ -	
						Sub Total Section 4.2			$ 1,125		$ -	$ 1,125
Section 4.3 - Web Conferencing OPTIONAL											$ -	
L-WBX-MC5-NH	L-WBX-MC5-NH	Cisco	WebEx MC Named Host -5 year subscription	0.00	0.000	0.00	1	Included	Included	1	Included	Included
CommDev-S\W											$ -	
L-WBX-MC5-NH-S1	L-WBX-MC5-NH-S1	Cisco	Specify subscription qty in range 25-999	3,358.00	0.480	3,341.88	25	$ 1,611.84	$ 40,296	25	$ 1,612	$ 40,296
						Sub Total Section 4.3			$ 40,296		$ -	$ 40,296
Section 4.4 - Radio to Unified Communications interoperation OPTIONAL											$ -	
CPS-MSP-1RU-K9	CPS-MSP-1RU-K9	Cisco	MSP 1-RU Cisco Physical Security MultiService Platform Assy.	3,824.00	0.394	3,808.93	1	$ 1,506.66	$ 1,507	[redacted]	$ 1,507	$ -
CIS-CON4.0-SL-B	CIS-CON4.0-SL-B	Cisco	Cisco Dispatch Console Silver License - B	Included	0.000	Included	1	Included	Included	[redacted]	Included	Included
CIS-IPICS4.0-SW	CIS-IPICS4.0-SW	Cisco	IPICS 4.0 Server Software Image	Included	0.000	Included	1	Included	Included	[redacted]	Included	Included
CIS-IPPE4.0-B	CIS-IPPE4.0-B	Cisco	Policy Engine 4.0 Server SW	Included	0.000	Included	1	Included	Included	[redacted]	Included	Included
CIS-PHN-B	CIS-PHN-B	Cisco	IP-Phone Client License - B	Included	0.000	Included	1	Included	Included	[redacted]	Included	Included
CIS-VIP-CHNL-B	CIS-VIP-CHNL-B	Cisco	IPICS Channel/Radio Port - B	Included	0.000	Included	2	Included	Included	[redacted]	Included	Included

Name	Catalog number	Vendor	Description	Unit Price	Discount %	Final Price	Qty	Unit Price	Total Price	ADJUSTED QTY	Unit Price	Total Price
CIS-VIP-DIAL-B	CIS-VIP-DIAL-B	Cisco	IPICS VIP Dial-out Ports - B	Included	0.000	Included	1	Included	Included		Included	Included
CIS-VIP-VTG-B	CIS-VIP-VTG-B	Cisco	Virtual Talk Group B	Included	0.000	Included	1	Included	Included		Included	Included
CIS-CON4.0-PLA	CIS-CON4.0-PLA	Cisco	Cisco Dispatch Console Platinum License	7,495.00	0.394	7,465.47	10	$ 2,953.03	$ 29,530		$ 2,953	$ -
CIS-CON4.0-SIL	CIS-CON4.0-SIL	Cisco	Cisco Dispatch Console Silver License	1,995.00	0.394	1,987.14	10	$ 786.03	$ 7,860		$ 786	$ -
CIS-MC	CIS-MC	Cisco	Mobile Client IPICS License	495.00	0.394	493.05	10	$ 195.03	$ 1,950		$ 195	$ -
CIS-PHN	CIS-PHN	Cisco	Cisco IPICS Phone Client License for IPICS 2.0+	495.00	0.394	493.05	50	$ 195.03	$ 9,752		$ 195	$ -
CIS-VIP-CHNL	CIS-VIP-CHNL	Cisco	IPICS VIP Radio Channel License	1,795.00	0.394	1,787.93	220	$ 707.23	$ 155,591		$ 707	$ -
CIS-VIP-DIAL	CIS-VIP-DIAL	Cisco	Cisco IPICS Policy Engine Dial Port	1,795.00	0.394	1,787.93	20	$ 707.23	$ 14,145		$ 707	$ -
CIS-VIP-VTG	CIS-VIP-VTG	Cisco	IPICS VIP Virtual Talk Group License	495.00	0.394	493.05	100	$ 195.03	$ 19,503		$ 195	$ -
CIVS-CAB-16-AC	CIVS-CAB-16-AC	Cisco	CIVS C16 Power Cable North America	0.00	0.000	0.00	1	Included	Included		Included	Included
CIVS-HDD-1000	CIVS-HDD-1000	Cisco	1TB SATA Drive for CIVS-MSP	892.00	0.394	888.49	2	$ 351.45	$ 703		$ 351	$ -
IPICS4.0-BDL1-K9	IPICS4.0-BDL1-K9	Cisco	IPICS 4.0 Basic Bundle	25,000.00	0.394	24,901.50	1	$ 9,850.00	$ 9,850		$ 9,850	$ -
											$ -	
CPS-MSP-1RU-K9	CPS-MSP-1RU-K9	Cisco	MSP 1-RU Cisco Physical Security MultiService Platform Assy.	3,824.00	0.394	3,808.93	1	$ 1,506.66	$ 1,507		$ 1,507	$ -
CIS-IPICS4.0-HA-SW	CIS-IPICS4.0-HA-SW	Cisco	IPICS 4.0 HA Server Software Image	Included	0.000	Included	1	Included	Included		Included	Included
CIS-IPICS4.0-SW	CIS-IPICS4.0-SW	Cisco	IPICS 4.0 Server Software Image	Included	0.000	Included	1	Included	Included		Included	Included
CIS-IPICS4-HA-K9	CIS-IPICS4-HA-K9	Cisco	High Availability Secondary Server Bundle	10,000.00	0.394	9,960.60	1				$ -	
CIVS-CAB-16-AC	CIVS-CAB-16-AC	Cisco	CIVS C16 Power Cable North America	0.00	0.000	0.00	1	Included	Included		Included	Included
CIVS-HDD-1000	CIVS-HDD-1000	Cisco	1TB SATA Drive for CIVS-MSP	892.00	0.394	888.49	2	$ 351.45	$ 703		$ 351	$ -
CIS-ISSI-GW-K9	CIS-ISSI-GW-K9	Cisco	ISSI P.25 Gateway				1				$ -	
						Sub Total Section 4.4			$ 252,600		$ -	$ -

Total Section 1.0 Core Network and Datacenter Equipment (Row ID 416)	$ 2,031,091.68	$ 2,031,092	$ -
Total Section 2.0 Central Wireless Equipment (Optional)(Row ID S03)	$ 201,378.24	$ 201,378	$ -
Total Section 3.0 Core Unified Communications Equipment (Row ID 1476)	$ 5,216,019.60	$ 3,358,388	$ (1,857,632)
Total Section 4.1 Video Conferencing Equipment (Optional) (Row ID 1536)	$ 320,120.83	$ 320,121	$ -
Total Section 4.2 UC Contact Center (Optional)(Row ID 1549)	$ 1,125.02	$ 1,125	$ -
Total Section 4.3 Web Conferencing (Optional) (Row ID 1555)	$ 40,296.00	$ 40,296	$ -
Total Secton 4.4 Radio to Unified Communications (Optional) (Row ID 1583)	$ 252,599.70	$ -	$ (252,600)
Total Project all Sections Options Included	$ 8,062,631.08	$ 5,952,400	$ (2,110,231)

BOM for B of A Financed Portion of Project 3/20/2012

Name	Description	Qty	Unit Price	Total Price
Section 3.0 - Core Unified Communications Equipment				
Section 3.1 - Core UC Equipment 110 Smokey Bear (IPOC)				
ASA-UC-1	ASA 5520 UC Bundle With 1000 UC Proxy Sessions, 3DES/AES	1	$ 20,348.16	$ 20,348.16
Accessories				
SSM-BLANK	ASA/IPS SSM Slot Cover	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				
ASA-UC-1000	ASA 5500 UC Proxy 1000 Session License	1	Included	Included
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1	Included	Included
ASA5520-VPN-PL	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	1	Included	Included
SF-ASA-8.2-K8	ASA 5500 Series Software v8.2	1	Included	Included
PowerSupplies				
ASA-180W-PWR-AC	ASA 180W AC Power Supply	1	Included	Included
Services				
CON-P2SP-ASAUC1K	PM2, 24X7X4 ASA-UC-1000	3	$ 2,591.52	$ 7,774.56
CON-SNTP-AS2UBK9	SMARTNET 24X7X4 ASA5520-UC-BUN-K9	3	$ 736.32	$ 2,208.96
CUWL-LIC-1	Unified Workspace Licensing - Top Level for STD	1	Included	Included
Bundles				
CCX-85-CMBUNDLE-K9	CCX 8.5 5 Seat CCX ENH CM Bundle - AVAILABLE ONLY FOR NEW CM	1	Included	Included
CommDev-S\W				
UNITYCN8-HA-PAK	Unity Connection 8.x HA PAK	1	Included	Included
LIC-UWL-STD	Unified Workspace Licensing STD, 1 User	5000	$ 95.55	$ 477,750.00
UCM-UCS7500-85-UWL	CUCM 8.5 UCS 7500	6	Included	Included
UNCN8-VMWARE-UWL	Unity Connection 8.x for VMWare	1	Included	Included
Voice and IP Communications				
CM85-UCS-7500-KIT	CUCM 8.5 Media Kit for UCS	1	Included	Included
CUCM-UWL	Communications Manager UWL DLU Bundle	73600	Included	Included
CUP-85-UWL-K9-PAK	Unified Presence 8.5 PAK	1	Included	Included
CUP-85-UWL-USR	Unified Presence 8.5 Users	11000	Included	Included
CUPC-UWL-RTU	CUPC UWL PAK	1	Included	Included
IME-7825-86-KIT	IME Auto-Expansion Media Kit	1	Included	Included
IME-PAK	Include PAK Auto-expanding PAK for IME 8.0	1	Included	Included
LIC-UWL-STD10K	Services Mapping SKU, Over 10K UWL STD users	11000	Included	Included
UCSS-UWL-STD-PK	UWL STD UCSS PAK	1	Included	Included
UCXN8-UWL-PAK	Unity Connection 8.x PAK	1	Included	Included
UCXN8-UWL-USR	Unity Connection 8.x User	11000	Included	Included
UNITYCN8-HA-VMWARE	Unity Connection 8.x HA for VMWare	1	Included	Included
CUP-85-UWL	Cisco Unified Presence 8.5 for CUWL only	1	Included	Included
IME-7825-86-UWL	IME 8.6 7825	1	Included	Included
UCSS-UWL-STD	3-Yr UWL STD UCSS	5000	$ 26.88	$ 134,400.00
UPC8-CLIENT-UWL	Unified Personal Communicator 8.x for CUWL only	11000	Included	Included
UWL-UPG-CMAPPS-STD	Upgrade from CM Plus Apps to STD, 1 User	3600	$ 30.72	$ 110,592.00
Services				
CON-ESW-CMBUNDK9	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	3	$ 240.00	$ 720.00

CON-ESW-UWLST10K	ESSENTIAL SW Svcs Mapping SKU, Over 10K UWL STD users	15000	$ 5.76	$ 86,400.00
ER-LIC-1	EMRGNCY RSPNDR	1	Included	Included
Voice and IP Communications				
ER-USR-LIC-10	EMRGNCY RSPNDR USR LIC 10 PHNS	850	Included	Included
ER86-SW-LIC	EMRGNCY RSPNDR 86 SW LIC	2	Included	Included
ER86-SW-MED-K9	EMRGNCY RSPNDR 86 SW MEDIA	1	Included	Included
ER-USR-LIC-10-NEW	EMRGNCY RSPNDR USR LIC 10 PHNS NEW	850	$ 76.80	$ 65,280.00
ER86-SW-NEW-K9	EMRGNCY RSPNDR 86 SW NEW	2	Included	Included
Services				
CON-ESW-ERUSRL1	ESSENTIAL SW EMRGNCY RSPNDR USR LIC 10 PHNS	2550	$ 14.40	$ 36,720.00
ER-LIC-1	EMRGNCY RSPNDR	1	Included	Included
CommDev-S\W		0		
UCSS-ER-3-10	UCSS EMRGNCY RSPNDR 3YR 10 USRS	350	$ 16.13	$ 5,644.80
Voice and IP Communications				
ER-MIG-UCSS-PAK	EMRGNCY RSPNDR USR LIC MIG MANDATORY UCSS PAK	1	Included	Included
ER-USR-LIC-10	EMRGNCY RSPNDR USR LIC 10 PHNS	20	Included	Included
ER85-SW-LIC	EMRGNCY RSPNDR 85 SW LIC	2	Included	Included
ER85-SW-MED-K9	EMRGNCY RSPNDR 85 SW MEDIA	1	Included	Included
ER-USR-LIC-10-MIG	EMRGNCY RSPNDR USR LIC 10 PHNS MIG	350	$ 11.52	$ 4,032.00
ER85-SW-U71-K9	EMRGNCY RSPNDR 85 SW UPGD 71 ONLY	2	Included	Included
Services				
CON-ESW-EMRGNCY	ESSENTIAL SW EMRGNCY RSPNDR	3	Included	Included
CON-ESW-ERUSRLI	ESSENTIAL SW EMRGNCY RSPNDR USR LIC	1050	$ 14.40	$ 15,120.00
GW-DSP-3945-1	Cisco 3945 UC Sec. Bundle, PVDM3-64, UC and SEC License P	1	$ 5,950.08	$ 5,950.08
Accessories				
MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	1	$ 268.80	$ 268.80
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-SEC-K9	Security License for Cisco 3900 Series	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	Included	Included
PowerSupplies				
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1	Included	Included
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-256	256-channel high-density voice and video DSP module	2	$ 3,801.60	$ 7,603.20

PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1	$	2,411.52	$	2,411.52
Services						
CON-SNTP-3945VSEC	SMARTNET 24X7X4 Cisco 3945 Voice Sec. Bundle, UC and SEC	1	$	1,209.60	$	1,209.60
GW-PRI-3945-1	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM,IPB)	1	$	4,992.00	$	4,992.00
Cables						
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included			Included
CommDev-S\W						
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included			Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included			Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$	384.00	$	384.00
PowerSupplies						
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$	192.00	$	192.00
Router Accessories						
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1	$	96.00	$	96.00
Router Blades						
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included			Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included			Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included			Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included			Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included			Included
NM-HDV2-2T1/E1	IP Communications High-Density Digital Voice NM with 2 T1/E1	1	$	1,344.00	$	1,344.00
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	2	$	1,228.80	$	2,457.60
PVDM3-256	256-channel high-density voice and video DSP module	3	$	3,801.60	$	11,404.80
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3	$	844.80	$	2,534.40
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$	1,689.60	$	1,689.60
Services						
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$	1,209.60	$	3,628.80
GW-SIP-3945-1	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM,IPB)	1	$	4,992.00	$	4,992.00
Accessories						
FL-CUBEE-500	Unified Border Element Enterprise License - 500 sessions	1	$	19,104.00	$	19,104.00
Cables						
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included			Included
CommDev-S\W						
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included			Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included			Included

SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-256	256-channel high-density voice and video DSP module	2	$ 3,801.60	$ 7,603.20
Services				
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$ 1,209.60	$ 3,628.80
L-UCS5-ER	UCSS Emergency Responder eDelivery Top Level SKU	1	Included	Included
CommDev-S\W				
L-UCSS-ER-3-10	UCSS EMRGNCY RSPNDR 3YR 10 USRS EDLVRY	1100	$ 16.13	$ 17,740.80
UC-SRV-1	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
UC-SRV-2	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included

UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
UC-SRV-3	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
VMW-UC-SRV-1	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00
VMW-UC-SRV-2	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				

VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00
VMW-UC-SRV-3	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00
Section 3.2 - UC MGMT Tools 110 Smokey Bear (IPOC)				
UC-Probe-1	Cisco 1040 Sensor 5 Pack	2	$ 4,608.00	$ 9,216.00
Services				
CON-SNT-10405PK	SMARTNET 8X5XNBD Cisco 1040 Sensor 5 Pack	6	$ 460.80	$ 2,764.80
MGT-SVR-1	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
R-UCMS-STE-B-10K	OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 10K IP Phones	1	$ 119,808.00	$ 119,808.00
CommDev-S\W				
UC-MGMT-SW-1	Unified Provisioning Manager B 10K add-on phone lic Suite	1	Included	Included
L-UOM-B-10K	Unified Operations Mgr 8.x up to 10K IP Phone LIC Suite-K9	1	Included	Included
L-USM-B-10K	Unified Service Monitor 8.x up to 10K Phone LIC for Suite-K9	1	Included	Included

L-USSM-B-10K	Unified Service Statistics Manager 8.x, 10K Phone LIC Ste-K9	1	Included	Included
R-UOM-8.6-K9	UOM 8.6 Software option for UCMS	1	Included	Included
R-UPM-8.6-K9	UPM 8.6 Software option for UCMS	1	Included	Included
R-USM-8.6-K9	USM 8.6 Software option for UCMS	1	Included	Included
R-USSM-8.6-K9	USSM 8.6 Software option for UCMS	1	Included	Included
Services				
CON-SAS-STEB10K	SW APP SUPP OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 10	3	$ 22,464.00	$ 67,392.00
UC-MGMT-SW-2	OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 1K IP Phones	1	$ 21,196.80	$ 21,196.80
CommDev-S\W				
L-CUPM-B-1K-LICS	Unified Provisioning Manager B 1K add-on phone lic Suite	1	Included	Included
L-UOM-B-1K	Unified Operations Mgr 8.x up to 1K IP Phone LIC Suite-K9	1	Included	Included
L-USM-B-1K	Unified Service Monitor 8.x up to 1K Phone LIC for Suite-K9	1	Included	Included
L-USSM-B-1K	Unified Service Statistics Manager 8.x, 1K Phone LIC Ste-K9	1	Included	Included
R-UOM-8.6-K9	UOM 8.6 Software option for UCMS	1	Included	Included
R-UPM-8.6-K9	UPM 8.6 Software option for UCMS	1	Included	Included
R-USM-8.6-K9	USM 8.6 Software option for UCMS	1	Included	Included
R-USSM-8.6-K9	USSM 8.6 Software option for UCMS	1	Included	Included
Services				
CON-SAS-STEB1K	SW APP SUPP OM8.6 SM8.6 SSM8.6 PM8.6 Suite Bundle 1K	3	$ 3,974.40	$ 11,923.20
VMW-MGT-SRV-1	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00
Section 3.3 - UC Equipment 50 Communication Drive Laconia				
GW-PRI-3945-3	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM.IPB)	1	$ 4,992.00	$ 4,992.00
Cables				
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$ 192.00	$ 192.00
Router Accessories				

SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1	$ 96.00	$ 96.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
NM-HDV2-2T1/E1	IP Communications High-Density Digital Voice NM with 2 T1/E1	1	$ 1,344.00	$ 1,344.00
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	2	$ 1,228.80	$ 2,457.60
PVDM3-256	256-channel high-density voice and video DSP module	3	$ 3,801.60	$ 11,404.80
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3	$ 844.80	$ 2,534.40
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$ 1,689.60	$ 1,689.60
Services				
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$ 1,209.60	$ 3,628.80
GW-SIP-3945-3	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM,IPB)	1	$ 4,992.00	$ 4,992.00
Accessories				
FL-CUBEE-500	Unified Border Element Enterprise License - 500 sessions	1	$ 19,104.00	$ 19,104.00
Cables				
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-256	256-channel high-density voice and video DSP module	2	$ 3,801.60	$ 7,603.20
Services				
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$ 1,209.60	$ 3,628.80
UC-SRV-7	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74

Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
VMW-UC-SRV-7	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00

Section 3.4 - UC Equipment 27 Hazen Drive (OIT)				
ASA-UC-2	ASA 5520 UC Bundle With 1000 UC Proxy Sessions, 3DES/AES	1	$ 20,348.16	$ 20,348.16
Accessories				
SSM-BLANK	ASA/IPS SSM Slot Cover	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				
ASA-UC-1000	ASA 5500 UC Proxy 1000 Session License	1	Included	Included
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1	Included	Included
ASA5520-VPN-PL	ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)	1	Included	Included
SF-ASA-8.2-K8	ASA 5500 Series Software v8.2	1	Included	Included
PowerSupplies				
ASA-180W-PWR-AC	ASA 180W AC Power Supply	1	Included	Included
Services				
CON-SNTP-AS2UBK9	SMARTNET 24X7X4 ASA5520-UC-BUN-K9	3	$ 736.32	$ 2,208.96
CON-SNTP-ASAUC1K	SMARTNET 24X7X4 ASA-UC-1000	3	$ 2,591.52	$ 7,774.56
GW-DSP-3945-2	Cisco 3945 UC Sec. Bundle, PVDM3-64, UC and SEC License P	1	$ 5,950.08	$ 5,950.08

Accessories				
MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	1	$ 268.80	$ 268.80
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-SEC-K9	Security License for Cisco 3900 Series	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	Included	Included
PowerSupplies				
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1	Included	Included
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-256	256-channel high-density voice and video DSP module	2	$ 3,801.60	$ 7,603.20
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1	$ 2,411.52	$ 2,411.52
Services				
CON-SNTP-3945VSEC	SMARTNET 24X7X4 Cisco 3945 Voice Sec. Bundle, UC and SEC	1	$ 1,209.60	$ 1,209.60
GW-PRI-3945-2	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM,IPB)	1	$ 4,992.00	$ 4,992.00
Cables				
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included	Included
CommDev-S\W				
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$ 192.00	$ 192.00
Router Accessories				
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1	$ 96.00	$ 96.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included	Included

MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included			Included
NM-HDV2-2T1/E1	IP Communications High-Density Digital Voice NM with 2 T1/E1	1	$	1,344.00	$	1,344.00
PVDM2-64	64-Channel Packet Voice/Fax DSP Module	2	$	1,228.80	$	2,457.60
PVDM3-256	256-channel high-density voice and video DSP module	3	$	3,801.60	$	11,404.80
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3	$	844.80	$	2,534.40
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$	1,689.60	$	1,689.60
Services						
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$	1,209.60	$	3,628.80
GW-SIP-3945-2	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GB DRAM,IPB)	1	$	4,992.00	$	4,992.00
Accessories						
FL-CUBEE-500	Unified Border Element Enterprise License - 500 sessions	1	$	19,104.00	$	19,104.00
Cables						
CAB-C15-AC	AC Power Cord (North America), C15, NEMA-5-15P, 2.5m	1	Included			Included
CommDev-S\W						
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included			Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included			Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	$	384.00	$	384.00
PowerSupplies						
PWR-3900-POE	Cisco 3925/3945 AC Power Supply with Power Over Ethernet	1	$	192.00	$	192.00
Router Blades						
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included			Included
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1	Included			Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included			Included
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1	Included			Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included			Included
PVDM3-256	256-channel high-density voice and video DSP module	2	$	3,801.60	$	7,603.20
Services						
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	3	$	1,209.60	$	3,628.80
UC-SRV-4	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$	9,092.74	$	9,092.74
Accessories						
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included			Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included			Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included			Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included			Included

UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
UC-SRV-5	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
UC-SRV-6	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
Cables				
CAB-C13-C14-JMPR	Recessed receptical AC power cord 27in	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				

UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included			Included
Services						
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$	454.08	$	1,362.24
VMW-UC-SRV-4	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$	1,144.32	$	1,144.32
CommDev-S\W						
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included			Included
Services						
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included			Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$	216.00	$	432.00
VMW-UC-SRV-5	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$	1,144.32	$	1,144.32
CommDev-S\W						
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included			Included
Services						
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included			Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$	216.00	$	432.00
VMW-UC-SRV-6	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$	1,144.32	$	1,144.32
CommDev-S\W						
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included			Included
Services						
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included			Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$	216.00	$	432.00
Section 3.5 - UC Equipment End Points						
CIUS-7-K9	Cius 7 Inch Tablet, Phantom Grey		$	604.80	$	-
Cables						
CIUS-PWR-CORD-NA	Cisco Cius Power Adapter for North America		Included			Included
CIUS-MS-H=	Cius Media Station with Standard Handset, Charcoal		$	305.28	$	-
Voice and IP Communications						
CIUS-MS-HS	Cius Media Station with Handset		Included			Included
CIUS-STD-CASE=	Cius standard carry case		$	38.40	$	-
CP-6945-C-K9=	Cisco UC Phone 6945, Charcoal, Standard Handset	2500	$	140.16	$	350,400.00
CP-7937-MIC-KIT	Microphone Kit for 7937	1	$	134.40	$	134.40
CP-7937-PWR-SPL	Power Splitter for 7937	1	$	23.04	$	23.04
CP-7937G=	Cisco UC Conference Station 7937 Global	1	$	497.28	$	497.28
CP-8945-K9=	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	200	$	201.60	$	40,320.00

CP-9951-C-CAM-K9=	Cisco UC Phone 9951, Charcoal, Std Hndst with Camera	50	$	305.28	$	15,264.00
CP-CKEM-C=	Cisco Unified IP Color Key Expansion Module, Charcoal	20	$	190.08	$	3,801.60
TRN-CLC-004	1 Prepaid Training Credits:Redeem W/Cisco Learning Partners		$	38.40	$	-
VG204	Cisco VG204 Analog Voice Gateway	6	$	497.28	$	2,983.68
Cables						
CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	10	Included			Included
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	10	Included			Included
CommDev-S\W						
SVGXIPV-12422T	Cisco Voice Gateway 20x Series IP VOICE W/O CRYPTO	10	Included			Included
PowerSupplies						
PWR-30W-AC	Power Supply 30 Watt AC	10	Included			Included
VG224	24 Port Voice over IP analog phone gateway	1	$	2,071.68	$	2,071.68
Cables						
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included			Included
CommDev-S\W						
SVGVG-12422T	Cisco VG200 Series IP SUBSET/VOICE	1	Included			Included
Memory			Included			Included
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	1	Included			Included
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	1	Included			Included

Section 3.6 - Remote Routers 2-4 User Location						
Remote-2-4	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs, HWIC slot		$	1,534.08	$	-
Accessories						
PWR-1860-220W	1861 Desk Top Power Adapter 100-240VAC		Included			Included
WIC-BLANK-PANEL	Blank WAN Interface Card Panel		Included			Included
Cables						
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		Included			Included
CommDev-S\W						
S186UAISK9-15104M	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG		$	307.20	$	-
Memory						
MEM1860-128CF	128MB CF for 1861		Included			Included
Services						
CON-SNT-SRSTFK9	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE		$	161.28	$	-

Section 3.7 - Remote Routers 5-8 User						
Remote-5-8	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs, HWIC slot	77	$	1,534.08	$	118,124.16
Accessories						
PWR-1860-220W	1861 Desk Top Power Adapter 100-240VAC	77	Included			Included
WIC-BLANK-PANEL	Blank WAN Interface Card Panel	77	Included			Included
Cables						

CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	77	Included	Included
CommDev-S\W				
S186UAISK9-15104M	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG	77	$ 307.20	$ 23,654.40
Memory				
MEM1860-128CF	128MB CF for 1861	77	Included	Included
Services				
CON-SNT-SRSTFK9	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE	231	$ 161.28	$ 37,255.68
Section 3.8 - Remote Routers 9-24				
REMOTE 9-24-1	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	50	$ 1,418.88	$ 70,944.00
Accessories.				
FL-SRST	Cisco Survivable Remote Site Telephony License	50	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	50	Included	Included
CommDev-S\W				
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	50	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	50	Included	Included
SL-29-SEC-K9	Security License for Cisco 2901-2951	50	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	50	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	50	$ 268.80	$ 13,440.00
PowerSupplies				
PWR-2901-AC	Cisco 2901 AC Power Supply	50	Included	Included
Router Blades				
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	50	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	50	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	50	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	50	$ 211.20	$ 10,560.00
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	50	$ 288.00	$ 14,400.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	50	$ 337.92	$ 16,896.00
VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	50	$ 168.96	$ 8,448.00
Services				
CON-SNTP-2901VSEC	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	50	$ 234.24	$ 11,712.00
REMOTE 9-24-2	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	50	$ 1,534.08	$ 76,704.00
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	50	Included	Included
WS-C3560CG-8PC-S	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	15	$ 689.28	$ 10,339.20
Accessories				
CMP-MGNT-TRAY	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	15	$ 15.36	$ 230.40
Cables				

CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	15	Included	Included
Services				
CON-SNT-WSC3560C	SMARTNET 8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual	45	$ 53.28	$ 2,397.60
Section 3.9 - Remote Routers 25-48				
REMOTE-24-48-1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	20	$ 1,495.68	$ 29,913.60
Accessories				
FL-SRST	Cisco Survivable Remote Site Telephony License	20	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	20	Included	Included
CommDev-S\W				
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	20	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	20	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	20	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	20	$ 268.80	$ 5,376.00
PowerSupplies				
PWR-2911-AC	Cisco 2911 AC Power Supply	20	Included	Included
Router Blades				
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	20	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	20	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	20	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	20	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	20	$ 211.20	$ 4,224.00
PVDM3-16	16-channel high-density voice and video DSP module	20	$ 307.20	$ 6,144.00
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	20	$ 288.00	$ 5,760.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	20	$ 337.92	$ 6,758.40
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	20	$ 337.92	$ 6,758.40
Services				
CON-SNTP-2911CMST	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	20	$ 337.92	$ 6,758.40
REMOTE 24-48-2	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	12	$ 1,534.08	$ 18,408.96
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	12	Included	Included
REMOTE 24-48-3	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	15	$ 2,494.08	$ 37,411.20
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	15	Included	Included
Section 3.10 - Remote Routers\49-300				

Remote 49-300-1	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK	22	$ 4,222.08	$ 92,885.76
Accessories				
FL-CME-SRST-100	Cisco Communication Manager or SRST- 100 seat license	66	$ 768.00	$ 50,688.00
FL-SRST	Cisco Survivable Remote Site Telephony License	22	Included	Included
MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	22	$ 268.80	$ 5,913.60
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	44	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	22	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	22	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	22	Included	Included
SL-39-DATA-K9	Data License for Cisco 3900 Series	22	$ 384.00	$ 8,448.00
PowerSupplies				
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	22	Included	Included
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	22	$ 192.00	$ 4,224.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	22	Included	Included
C3900-SPE100/K9	Cisco Services Performance Engine 100 for Cisco 3925 ISR	22	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	22	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	22	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	22	Included	Included
PVDM3-64U192	PVDM3 64-channel to 192-channel factory upgrade	22	$ 1,943.04	$ 42,746.88
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	44	$ 337.92	$ 14,868.48
Services				
CON-SNTP-3925CMST	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	22	$ 844.80	$ 18,585.60

Section 3.11 - Switches Un Allocated

C2960S-STACK=	Catalyst 2960S Flexstack Stack Module	50	$ 576.00	$ 28,800.00
Cables				
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	50	Included	Included
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	21	$ 1,534.08	$ 32,215.68
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	21	Included	Included
WS-C2960S-48LPS-L	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	130	$ 2,494.08	$ 324,230.40
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	130	Included	Included

Section 3.12 - Core Audio Conferencing

CONF-AUDIO-HW-1	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
CONF-AUDIO-HW-2	Bare Metal UCS C210M2 Svr.,2xE5640 CPU,48GB RAM,10x146GB HDD	1	$ 9,092.74	$ 9,092.74
Accessories				
UC-A01-X0109	2.66GHz Xeon E5640 80W CPU/12MB cache/DDR3 1066MHz	2	Included	Included
UC-A03-D146GC2	146GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	10	Included	Included
UC-N2XX-ABPCI03	Broadcom BCM5709 Quad Gig E card (10/100/1GbE)	1	Included	Included
UC-R210-ODVDRW	DVD-RW Drive for UCS C210 M1 Rack Servers	1	Included	Included
UC-R2XX-PL003	LSI 6G MegaRAID PCIe Card (RAID 0, 1, 5, 6, 10, 60) - 512WC	1	Included	Included
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	Included	Included
PowerSupplies				
UC-R2X0-PSU2-650W	650W power supply unit for UCS C210 M1 Rack Server	2	Included	Included
Voice and IP Communications				
UC-A02-M304GB2-L	4GB DDR3-1333MHz RDIMM/PC3-10600/single rank/Low-Dual Volt	12	Included	Included
Services				
CON-UCW3-C210M2VC	UC PLUS 24X7X4 Bare Metal UCS C210M2 Svr.,2xE5640 CPU,4	3	$ 454.08	$ 1,362.24
CONF-AUDIO-1	MP 8.x User License Top Level	1	Included	Included
CommDev-SW				
L-MP8X-USR-1	MP 8.x A/V User License - 1 User - eDelivery	1000	$ 30.72	$ 30,720.00
Services				
CON-ESW-LMP8XLIC	ESSENTIAL SW MP 8.x User License Top Level	5	Included	Included
CON-ESW-LMP8XUSR	ESSENTIAL SW MP 8.x A/V User License - 1 User eDeliv	3000	$ 2.40	$ 7,200.00

MP8X-SW-K9	MP 8.x Top Level	1	Included	Included
CommDev-S\W				
MP8X-AV-SVR-K9	MP 8.x Audio/Video Server	2	$ 9,598.08	$ 19,196.16
Services				
CON-ESW-MP8XAVS	ESSENTIAL SW MP 8.x Audio/Video Server	6	$ 720.00	$ 4,320.00
CON-ESW-MP8XSWK9	ESSENTIAL SW MP 8.x Top Level	S	Included	Included
UCSS-MTNGPLACE	UCSS for MeetingPlace 8.x	1	Included	Included
CommDev-S\W				
UCSS-MP-USR-3-10	UCSS for MeetingPlace Audio and Video - 3 Years - 10 users	100	$ 84.10	$ 8,409.60
VMW-CONF-AUDIO-HW-1	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00
VMW-CONF-AUDIO-HW-2	VMware ESXi 4 Standard (2 CPU), 1 yr support required	1	$ 1,144.32	$ 1,144.32
CommDev-S\W				
VMW-VS-STD-1A	VMware vSphere Standard (1 CPU), 1 yr support required	2	Included	Included
Services				
CON-ISV1-UCSTD1A	ISV 24X7 VMware vSphereESXi 4.0 Std,2 CPU,1yr sup	1	Included	Included
CON-ISV1-VSSTD1A	ISV 24X7 VMware vSphere Std (1 CPU), 1 yr supp re	2	$ 216.00	$ 432.00

Section 3.13 - Spares				
C2901-VSEC/K9	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	1	$ 1,418.88	$ 1,418.88
Accessories				
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	1	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	Included	Included
SL-29-SEC-K9	Security License for Cisco 2901-2951	1	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	1	$ 268.80	$ 268.80
PowerSupplies				
PWR-2901-AC	Cisco 2901 AC Power Supply	1	Included	Included
Router Blades				
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	Included	Included

MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	$ 211.20	$ 211.20
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1	$ 288.00	$ 288.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	$ 337.92	$ 337.92
VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	1	$ 168.96	$ 168.96
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$ 844.80	$ 844.80
Services				
CON-SNTP-2901VSEC	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	1	$ 234.24	$ 234.24
C2901-VSEC/K9	Cisco 2901 UC Sec. Bundle, PVDM3-16, UC and SEC License P	1	$ 1,418.88	$ 1,418.88
Accessories				
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	1	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	Included	Included
SL-29-SEC-K9	Security License for Cisco 2901-2951	1	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	1	$ 268.80	$ 268.80
PowerSupplies				
PWR-2901-AC	Cisco 2901 AC Power Supply	1	Included	Included
Router Blades				
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	$ 211.20	$ 211.20
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1	$ 288.00	$ 288.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	$ 337.92	$ 337.92
VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	1	$ 168.96	$ 168.96
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$ 844.80	$ 844.80
Services				
CON-SNTP-2901VSEC	SMARTNET 24X7X4 Cisco 2901 Voice Sec.	1	$ 234.24	$ 234.24
C2911-CME-SRST/K9	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	1	$ 1,495.68	$ 1,495.68
Accessories				
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				

S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	1	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	1	$ 268.80	$ 268.80
PowerSupplies				
PWR-2911-AC	Cisco 2911 AC Power Supply	1	Included	Included
Router Blades				
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	$ 211.20	$ 211.20
PVDM3-16	16-channel high-density voice and video DSP module	1	$ 307.20	$ 307.20
PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1	$ 288.00	$ 288.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	$ 337.92	$ 337.92
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1	$ 337.92	$ 337.92
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$ 844.80	$ 844.80
Services				
CON-SNTP-2911CMST	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	1	$ 337.92	$ 337.92
C2911-CME-SRST/K9	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	1	$ 1,495.68	$ 1,495.68
Accessories				
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included	Included
CommDev-S\W				
S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL	1	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	Included	Included
SL-29-DATA-K9	Data License for Cisco 2901-2951	1	$ 268.80	$ 268.80
PowerSupplies				
PWR-2911-AC	Cisco 2911 AC Power Supply	1	Included	Included
Router Blades				
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	$ 211.20	$ 211.20
PVDM3-16	16-channel high-density voice and video DSP module	1	$ 307.20	$ 307.20

PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	1	$ 288.00	$ 288.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	$ 337.92	$ 337.92
VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	1	$ 337.92	$ 337.92
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	$ 844.80	$ 844.80
Services				
CON-SNTP-2911CMST	SMARTNET 24X7X4 2911 Voice Bundle w/ UC License PAK	1	$ 337.92	$ 337.92
C2960S-STACK=	Catalyst 2960S Flexstack Stack Module	1	$ 576.00	$ 576.00
Cables				
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	1	Included	Included
C2960S-STACK=	Catalyst 2960S Flexstack Stack Module	1	$ 576.00	$ 576.00
Cables				
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	1	Included	Included
C3925-CME-SRST/K9	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK	1	$ 4,222.08	$ 4,222.08
Accessories				
FL-CME-SRST-100	Cisco Communication Manager or SRST- 100 seat license	3	$ 768.00	$ 2,304.00
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	1	$ 268.80	$ 268.80
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	Included	Included
SL-39-DATA-K9	Data License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1	Included	Included
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE100/K9	Cisco Services Performance Engine 100 for Cisco 3925 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-64U192	PVDM3 64-channel to 192-channel factory upgrade	1	$ 1,943.04	$ 1,943.04
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2	$ 337.92	$ 675.84
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2	$ 844.80	$ 1,689.60
Services				

CON-SNTP-3925CMST	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	1	$ 844.80	$ 844.80
C3925-CME-SRST/K9	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK	1	$ 4,222.08	$ 4,222.08
Accessories				
FL-CME-SRST-100	Cisco Communication Manager or SRST- 100 seat license	3	$ 768.00	$ 2,304.00
FL-SRST	Cisco Survivable Remote Site Telephony License	1	Included	Included
MEM-3900-1GU2GB	1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR	1	$ 268.80	$ 268.80
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-5\W				
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1	Included	Included
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1	Included	Included
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1	Included	Included
SL-39-DATA-K9	Data License for Cisco 3900 Series	1	$ 384.00	$ 384.00
PowerSupplies				
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1	Included	Included
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	1	$ 192.00	$ 192.00
Router Blades				
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1	Included	Included
C3900-SPE100/K9	Cisco Services Performance Engine 100 for Cisco 3925 ISR	1	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	1	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1	Included	Included
PVDM3-64U192	PVDM3 64-channel to 192-channel factory upgrade	1	$ 1,943.04	$ 1,943.04
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2	$ 337.92	$ 675.84
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2	$ 844.80	$ 1,689.60
Services				
CON-SNTP-3925CMST	SMARTNET 24X7X4 3925 Voice Bundle UC License PAK	1	$ 844.80	$ 844.80
CP-6945-C-K9=	Cisco UC Phone 6945, Charcoal, Standard Handset	10	$ 140.16	$ 1,401.60
CP-8945-K9=	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	10	$ 201.60	$ 2,016.00
CP-9951-C-CAM-K9=	Cisco UC Phone 9951, Charcoal, Std Hndst with Camera	5	$ 305.28	$ 1,526.40
CP-CKEM-C=	Cisco Unified IP Color Key Expansion Module, Charcoal	5	$ 190.08	$ 950.40
C1861E-SRST-F/K9	1861,8-user SRST or CME,4FXS,4FXO, 8xPOE, SP Svcs, HWIC slot	2	$ 1,534.08	$ 3,068.16
Accessories				
PWR-1860-220W	1861 Desk Top Power Adapter 100-240VAC	2	Included	Included
WIC-BLANK-PANEL	Blank WAN Interface Card Panel	2	Included	Included

Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
S186UAISK9-15104M	Cisco 1861 IOS SPSK9-AISK9 FEAT SET FACTORY UPG	2	$ 307.20	$ 614.40
Memory				
MEM1860-128CF	128MB CF for 1861	2	Included	Included
Services				
CON-SNT-SRSTFK9	SMARTNET 8X5XNBD 1861,8-user SRST or CME,4FXS,4FXO, 8xPOE	6	$ 161.28	$ 967.68
VG204	Cisco VG204 Analog Voice Gateway	2	$ 497.28	$ 994.56
Cables				
CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	2	Included	Included
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
SVGXIPV-12422T	Cisco Voice Gateway 20x Series IP VOICE W/O CRYPTO	2	Included	Included
PowerSupplies				
PWR-30W-AC	Power Supply 30 Watt AC	2	Included	Included
VG224	24 Port Voice over IP analog phone gateway	2	$ 2,071.68	$ 4,143.36
Cables				
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	Included	Included
CommDev-S\W				
SVGVG-12422T	Cisco VG200 Series IP SUBSET/VOICE	2	Included	Included
Memory				
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	2	Included	Included
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	2	Included	Included
VWIC3-2MFT-T1/E1=	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	50	$ 844.80	$ 42,240.00
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	1	$ 1,534.08	$ 1,534.08
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	1	Included	Included
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	1	$ 1,534.08	$ 1,534.08
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	1	Included	Included
WS-C2960S-48LPS-L	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	1	$ 2,494.08	$ 2,494.08
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	1	Included	Included
WS-C2960S-48LPS-L	Catalyst 2960S 48 GigE PoE 370W, 4 x SFP LAN Base	1	$ 2,494.08	$ 2,494.08
Cables				
CAB-16AWG-AC	AC Power cord, 16AWG	1	Included	Included

WS-C3560CG-8PC-S	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	1	$	689.28	$	689.28
Accessories						
CMP-MGNT-TRAY	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	1	$	15.36	$	15.36
Cables						
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included			Included
WS-C3560CG-8PC-S	Catalyst 3560C Switch 8 GE PoE(+), 2 x Dual Uplink, IP Base	1	$	689.28	$	689.28
Accessories						
CMP-MGNT-TRAY	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	1	$	15.36	$	15.36
Cables						
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	Included			Included
		EQUIPMENT			$	2,986,844
		SMARTNET			$	371,544

STATE OF NEW HAMPSHIRE
DEPARTMENTS of INFORMATION TECHNOLOGY and SAFETY
CORE NETWORK VOIP IMPLEMENTATION
CONTRACT 2012-069- PART 3
EXHIBIT Q
ESCROW AGREEMENT

Attached is the Escrow Agreement for Contract 2012-069 between Banc of America Public Capital Corp, the Department of Safety and the Treasurer, State of New Hampshire.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of April 2, 2012 by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lender"), STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY ("Borrower") and TREASURER, STATE OF NEW HAMPSHIRE (the "Escrow Agent").

Lender and Borrower have heretofore entered into that certain Installment Purchase Master Agreement dated as of the date hereof (the "Installment Purchase Agreement"). The Installment Purchase Agreement contemplates that certain equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Borrower, the Equipment is to be financed by Lender to Borrower pursuant to the terms of the Installment Purchase Agreement.

The Installment Purchase Agreement further contemplates that Lender will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "Purchase Price"), being $3,358,387.92, with the Escrow Agent to be held in escrow for a temporary period and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "Escrow Fund") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "Vendor") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Borrower); and, if applicable, to reimburse Borrower for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held for the account and benefit of Borrower and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Borrower and applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Borrower to Lender in the cash and cash equivalents from time to time comprising the Escrow Fund, Lender hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts that appointment as security agent, and agrees to hold physical possession of such cash and cash equivalents on behalf of Lender.

2. On or before April 20, 2012 or such other day as is determined to the mutual satisfaction of the parties (the "Closing Date"), Lender shall deposit with the Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by the Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, the Escrow Agent agrees to accept the deposit of the Purchase Price by Lender, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein. Borrower represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lender makes no warranty or representation with respect thereto.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash and cash equivalents comprising the Escrow Fund from time to time shall be held in the name of the Escrow Agent. The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lender).

4. In order to perfect Lender's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Borrower's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and

from any of the foregoing personal property (collectively, the "Collateral"), Lender, Borrower and Escrow Agent further agree as follows:

(a) All terms used in this Section 4 which are defined in the Commercial Code of the State of New Hampshire (the *"Commercial Code"*) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lender with respect to the Collateral, or any portion of the Collateral, without further consent by Borrower.

(c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Borrower is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lender's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lender under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Borrower.

(d) Without the prior written consent of Lender, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lender or, subject to the provisions of paragraph (e) below, Borrower, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lender if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 5 hereof, Escrow Agent may allow Borrower to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lender, allow Borrower to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lender reserves the right, by delivery of written notice to Escrow Agent, to prohibit Borrower from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lender to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lender, the amount of any obligations of Borrower to Lender, the validity of any of Lender's claims against or agreements with Borrower, the existence of any defaults under such agreements, or any other matter.

(f) Borrower hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lender to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Borrower hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

5. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by the Escrow Agent in Permitted Investments (as hereinafter defined). As used herein, Permitted Investments shall mean the following:

(a) direct obligations of the United States of America or any agency or instrumentality thereof; or

(b) government money market funds including money market funds sponsored or managed by the Escrow Agent that invest solely in or are fully collateralized by, respectively, direct obligations of the United States of America or any agency or instrumentality thereof; or

(c) fully insured or collateralized (by direct obligations of the United States of America or any agency or instrumentality thereof) dollar-denominated certificates of deposit of a United States bank, including the Escrow Agent; or

(d) any investments that the Escrow Agent is authorized to make pursuant to RSA 6:8; or

(e) such other instruments as are agreeable to Borrower and Lender.

The Escrow Agent will use due diligence to collect all instruments for the payment of money comprising the Escrow Fund and shall promptly notify Borrower and Lender in the event of dishonor. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund.

6. Upon request by Borrower and Lender, the Escrow Agent shall send monthly statements of account to Borrower and Lender, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

7. The Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) From time to time, the Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed requisition requests in the form attached as Exhibit 1 hereto, which requests shall be approved by Lender. Disbursements from the Escrow Fund shall be made solely for the purpose of paying the cost of acquiring the Equipment.

(b) In the event that Lender provides to the Escrow Agent written notice of the occurrence of an event of default or an event of nonappropriation under the Installment Purchase Agreement, the Escrow Agent shall thereupon promptly remit to Lender the Escrow Fund.

(c) Upon receipt by the Escrow Agent of written notice from Lender that all Equipment under the Installment Purchase Agreement has been acquired, the Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lender and Borrower, and, second, to Lender for application against the interest component of Borrower's payment obligation under the Installment Purchase Agreement as provided therein, unless otherwise agreed by Lender.

8. The Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. The Escrow Agent waives any claim against Lender with respect to compensation hereunder.

9. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lender in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Agreement except for its own negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by the Escrow Agent.

10. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lender and Borrower. If the Escrow Agent should fail in its fiduciary duties pursuant to this Agreement, Lender may remove the Escrow Agent as the Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lender.

11. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lender specified in Section 7(b) or Section 7(c) hereof.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to

the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lender.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of New Hampshire. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. Borrower understands, acknowledges and accepts that the STATE OF NEW HAMPSHIRE is both the Borrower and Escrow Agent hereunder, and hereby waives the right to challenge or contest any actions of the Escrow Agent in performing its responsibilities hereunder based on any alleged or actual conflict of interest on the part of the STATE OF NEW HAMPSHIRE.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

BANC OF AMERICA PUBLIC CAPITAL CORP
Lender

By: _____ As Agent
Address: 135 S. LaSalle Street, 10th Floor
Chicago, Illinois 60603
Fax No.: (312) 453-2099

STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY
Borrower

By: _____
Address: 110 Smokey Bear Blvd John J. Barthelmes, Commissioner
Concord, NH 03301 NH Dept of Safety
Fax No.: (603) 271-6609

TREASURER, STATE OF NEW HAMPSHIRE
Escrow Agent

By: _____
Address: 25 Capitol Street, Room 121
Concord, NH 03301
Fax No.: (603) 271-3922

EXHIBIT 1
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of April 2, 2012 (the "Escrow Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender, STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, as Borrower, and TREASURER, STATE OF NEW HAMPSHIRE as Escrow Agent, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Borrower) with respect to equipment being financed under that certain Installment Purchase Master Agreement dated as of April 2, 2012 by and between Lender and Borrower, and has not formed the basis of any prior requisition request.

Payee	Amount

Total requisition amount $ _____

State of New Hampshire, Department of Safety has submitted to Lender a duly executed Certificate of Acceptance, with attachments. Escrow Agent is hereby irrevocably authorized and directed to pay the above amount to said payee, via check or wire transfer.

[INSERT WIRE INSTRUCTIONS]

_____

_____

_____

_____

_____
STATE OF NEW HAMPSHIRE, Dept. of Safety
Borrower

By: _____

Date: _____

APPROVED:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Date: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of April 2, 2012 by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lender"), STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY ("Borrower") and TREASURER, STATE OF NEW HAMPSHIRE (the "Escrow Agent").

Lender and Borrower have heretofore entered into that certain Installment Purchase Master Agreement dated as of the date hereof (the "Installment Purchase Agreement"). The Installment Purchase Agreement contemplates that certain equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Borrower, the Equipment is to be financed by Lender to Borrower pursuant to the terms of the Installment Purchase Agreement.

The Installment Purchase Agreement further contemplates that Lender will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "Purchase Price"), being $3,358,387.92, with the Escrow Agent to be held in escrow for a temporary period and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "Escrow Fund") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "Vendor") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Borrower); and, if applicable, to reimburse Borrower for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held for the account and benefit of Borrower and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Borrower and applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Borrower to Lender in the cash and cash equivalents from time to time comprising the Escrow Fund, Lender hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts that appointment as security agent, and agrees to hold physical possession of such cash and cash equivalents on behalf of Lender.

2. On or before April 20, 2012 or such other day as is determined to the mutual satisfaction of the parties (the "Closing Date"). Lender shall deposit with the Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by the Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, the Escrow Agent agrees to accept the deposit of the Purchase Price by Lender, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein. Borrower represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lender makes no warranty or representation with respect thereto.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash and cash equivalents comprising the Escrow Fund from time to time shall be held in the name of the Escrow Agent. The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lender).

4. In order to perfect Lender's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Borrower's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and

from any of the foregoing personal property (collectively, the "Collateral"), Lender, Borrower and Escrow Agent further agree as follows:

(a) All terms used in this Section 4 which are defined in the Commercial Code of the State of New Hampshire (the *"Commercial Code"*) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lender with respect to the Collateral, or any portion of the Collateral, without further consent by Borrower.

(c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Borrower is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lender's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lender under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Borrower.

(d) Without the prior written consent of Lender, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lender or, subject to the provisions of paragraph (e) below, Borrower, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lender if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 5 hereof, Escrow Agent may allow Borrower to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lender, allow Borrower to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lender reserves the right, by delivery of written notice to Escrow Agent, to prohibit Borrower from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lender to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lender, the amount of any obligations of Borrower to Lender, the validity of any of Lender's claims against or agreements with Borrower, the existence of any defaults under such agreements, or any other matter.

(f) Borrower hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lender to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Borrower hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

5. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by the Escrow Agent in Permitted Investments (as hereinafter defined). As used herein, Permitted Investments shall mean the following:

(a) direct obligations of the United States of America or any agency or instrumentality thereof; or

(b) government money market funds including money market funds sponsored or managed by the Escrow Agent that invest solely in or are fully collateralized by, respectively, direct obligations of the United States of America or any agency or instrumentality thereof; or

(c) fully insured or collateralized (by direct obligations of the United States of America or any agency or instrumentality thereof) dollar-denominated certificates of deposit of a United States bank, including the Escrow Agent; or

(d) any investments that the Escrow Agent is authorized to make pursuant to RSA 6:8; or

(e) such other instruments as are agreeable to Borrower and Lender.

The Escrow Agent will use due diligence to collect all instruments for the payment of money comprising the Escrow Fund and shall promptly notify Borrower and Lender in the event of dishonor. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund.

6. Upon request by Borrower and Lender, the Escrow Agent shall send monthly statements of account to Borrower and Lender, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

7. The Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) From time to time, the Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed requisition requests in the form attached as Exhibit 1 hereto, which requests shall be approved by Lender. Disbursements from the Escrow Fund shall be made solely for the purpose of paying the cost of acquiring the Equipment.

(b) In the event that Lender provides to the Escrow Agent written notice of the occurrence of an event of default or an event of nonappropriation under the Installment Purchase Agreement, the Escrow Agent shall thereupon promptly remit to Lender the Escrow Fund.

(c) Upon receipt by the Escrow Agent of written notice from Lender that all Equipment under the Installment Purchase Agreement has been acquired, the Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lender and Borrower, and, second, to Lender for application against the interest component of Borrower's payment obligation under the Installment Purchase Agreement as provided therein, unless otherwise agreed by Lender.

8. The Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. The Escrow Agent waives any claim against Lender with respect to compensation hereunder.

9. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lender in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Agreement except for its own negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by the Escrow Agent.

10. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lender and Borrower. If the Escrow Agent should fail in its fiduciary duties pursuant to this Agreement, Lender may remove the Escrow Agent as the Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lender.

11. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lender specified in Section 7(b) or Section 7(c) hereof.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to

the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lender.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of New Hampshire. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. Borrower understands, acknowledges and accepts that the STATE OF NEW HAMPSHIRE is both the Borrower and Escrow Agent hereunder, and hereby waives the right to challenge or contest any actions of the Escrow Agent in performing its responsibilities hereunder based on any alleged or actual conflict of interest on the part of the STATE OF NEW HAMPSHIRE.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

BANC OF AMERICA PUBLIC CAPITAL CORP
Lender

By: _____
Address: 135 S. LaSalle Street, 10th Floor
Chicago, Illinois 60603
Fax No.: (312) 453-2099

STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY
Borrower

By: _____
Address: 110 Smokey Bear Blvd
Concord, NH 03301
Fax No.: (603) 271-6609

TREASURER, STATE OF NEW HAMPSHIRE
Escrow Agent Catherine A Provencher

By: Catherine A Provencher
Address: 25 Capitol Street, Room 121
Concord, NH 03301
Fax No.: (603) 271-3922

Subject: STATE OF NEW HAMPSHIRE FINANCE TERMS

AGREEMENT

The State of New Hampshire and the Banc of America Public Capital Corp hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety Division of Emergency Services & Communications		1.2 State Agency Address 110 Smokey Bear Blvd. Concord, NH 03301	
1.3 Vendor Name Banc of America Public Capital Corp		1.4 Vendor Address 135 South LaSalle Street, 10th Floor Chicago, IL 60603	
1.5 Vendor Phone Number: (312) 828-7651	1.6 Account Number N/A	1.7 Completion Date N/A	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Kevin EJ Connor		1.10 State Agency Telephone Number (603) 227-0006	
1.11 Banc of America Public Capital Corp Signature Ben Ulisano As Agent		1.12 Name and Title of Banc of America Public Capital Corp Signatory Senior Vice President	

1.13 Acknowledgement: State of , County of

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

"OFFICIAL SEAL"
KUNAL R MAJMUNDAR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 28, 2013

"OFFICIAL SEAL"
KUNAL R MAJMUNDAR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 28, 2013

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory John J. Barthelmes, Commissioner New Hampshire Department of Safety

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: David M. Hilts On: 4/5/12

1.18 Approval by the Governor and Executive Council

By: On:

EXHIBIT 1
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of April 2, 2012 (the "Escrow Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender, STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, as Borrower, and TREASURER, STATE OF NEW HAMPSHIRE as Escrow Agent, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Borrower) with respect to equipment being financed under that certain Installment Purchase Master Agreement dated as of April 2, 2012 by and between Lender and Borrower, and has not formed the basis of any prior requisition request.

Payee	Amount

Total requisition amount $ _____

State of New Hampshire, Department of Safety has submitted to Lender a duly executed Certificate of Acceptance, with attachments. Escrow Agent is hereby irrevocably authorized and directed to pay the above amount to said payee, via check or wire transfer.

[INSERT WIRE INSTRUCTIONS]

_____

_____

_____

_____

_____

STATE OF NEW HAMPSHIRE, Dept. of Safety
Borrower

By: _____

Date: _____

APPROVED:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Date: _____

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright law.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;

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8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with

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or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Banc of America Public Capital Corp Initials _____
Date

Banc of America Public Capital Corp Initials _____
Date_____

Delete Section 2 and replace with the following:

2. EMPLOYMENT OF BANC OF AMERICA PUBLIC CAPITAL CORP/FINANCING TO BE PROVIDED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Banc of America Public Capital Corp") to provide financing, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Financing").

Delete Section 3 and replace with the following:

3. EFFECTIVE DATE/COMPLETION OF FINANCING.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Banc of America Public Capital Corp commences the Financing prior to the Effective Date, all Financing performed by the Banc of America Public Capital Corp prior to the Effective Date shall be performed at the sole risk of the Banc of America Public Capital Corp, and in the event that this Agreement does not become effective, the State shall have no liability to the Banc of America Public Capital Corp, including without limitation, any obligation to pay the Banc of America Public Capital Corp for any costs incurred or Financing performed. Banc of America Public Capital Corp must complete all Financing by the Completion Date specified in block 1.7.

Delete Section 4 and replace with the following:

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall endeavor to provide a 7 day notice to terminate the Agreement, but shall have the right to terminate immediately upon giving the Banc of America Public Capital Corp notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

Delete Section 5 and replace with the following:

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of all installment payments due, and any other charges, under EXHIBIT A hereto shall be the only and the complete reimbursement to the Banc of America Public Capital Corp for all expenses, of whatever nature incurred by the Banc of America Public Capital Corp in the performance hereof, and shall be the only and the complete compensation to the Banc of America Public Capital Corp for the Financing. The State shall have no liability to the Banc of America Public Capital Corp other than the State's obligations under EXHIBIT A hereto.

5.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

Delete Section 6 and replace with the following:

6. COMPLIANCE BY BANC OF AMERICA PUBLIC CAPITAL CORP WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Financing, the Banc of America Public Capital Corp shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Banc of America Public Capital Corp, including, but not limited to, civil rights and equal opportunity laws.
6.2 During the term of this Agreement, the Banc of America Public Capital Corp shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Banc of America Public Capital Corp shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Banc of America Public Capital Corp further agrees to permit the State or United States access to any of the Banc of America Public Capital Corp's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

Delete Section 7 PERSONNELand replace with:

7. PERSONNEL.
7.1 The Banc of America Public Capital Corp shall at its own expense provide all personnel necessary to provide for the

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be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. The Banc of America Public Capital Corp shall not be required to defend and indemnify the State for losses resulting from the State's own acts or omissions. This covenant 13 shall survive the termination of this Agreement.

Delete Section 14 and replace with

14 INSURANCE.
14.1 The State shall provide insurance coverage in such amounts and under such terms and conditions as required in Master Installment Purchase Agreement.

Delete Section 15 and replace with the following:

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Banc of America Public Capital Corp agrees, certifies and warrants that the Banc of America Public Capital Corp is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Banc of America Public Capital Corp is subject to the requirements of N.H. RSA chapter 281-A, Banc of America Public Capital Corp shall maintain, and require any subBanc of America Public Capital Corp or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Banc of America Public Capital Corp shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Banc of America Public Capital Corp, or any subBanc of America Public Capital Corp or employee of Banc of America Public Capital Corp, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Financing under this Agreement.

Delete Section 16 and replace with the following:

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Banc of America Public Capital Corp.

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Date

This Installment Purchase Master Agreement ("Agreement") for State of New Hampshire ("State") covers the terms and conditions under which Banc of America Public Capital Corp ("Banc of America") will finance various charges.

This Agreement has 14 parts:

Part 1 - Definitions;
Part 2 - Separate Financings;
Part 3 - State's Covenants;
Part 4 - The Transactions
Part 5 - (intentionally left blank)
Part 6 - Payments;
Part 7 - Title; Security Interest;
Part 8 - Maintenance and Ancillary Charges;
Part 9 - Casualty Loss;
Part 10 - Warranties; Use of Equipment and/or Financed Items;
Part 11 - Prepayment;
Part 12 - Assignment; Risk of Loss;
Part 13 - Defaults and Remedies; and
Part 14 - General.

In addition, attached is the form of Installment Purchase Supplement and Exhibits thereto.

This Agreement, its applicable Supplements and Addenda, and that certain contract of even or near even date herewith by and between the State and Banc of America entitled, "State of New Hampshire Finance Terms (Form Number P-37)," are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) State of New Hampshire Finance Terms (Form Number P-37), including Exhibit C, (b) attachments or addenda to the Supplement, (c) Supplement, (d) attachments or addenda to the Agreement, (e) this Agreement including all Exhibits thereto.

This is a non-exclusive contract with price and term limitations as set forth in each Supplement. State may, at its discretion, retain other vendors to provide same or similar services or deliverables offered under this Agreement. This Agreement will not preclude, or in any way limit, Banc of America from offering similar terms to other Banc of America customers.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:
(State)
State of New Hampshire

By _____
Authorized Signature

Name: ~~Kevin Connor~~ John J. Barthelmes
Date: April 2, 2012
Phone number: (603)~~XXXXXXX~~ 223-3889

State address:
State of New Hampshire
Department of Safety
Division of Emergency Services & Communications
110 Smokey Bear Blvd.
Concord, NH 03301

Agreed to:
(Banc of America)
Banc of America Public Capital Corp

By _____ As Agent
Authorized Signature

Name: Ben Ulisano
Date: April 2, 2012
Agreement number:
Phone Number: (312) 828-7651
Lender Address:
Banc of America Public Capital Corp.
Global Vendor Finance
10th Floor
135 South LaSalle Street
Chicago, IL 60603

Part 1 - Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Installment Purchase Master Agreement.

"Certificate of Acceptance" means the certificate to be executed and delivered by the State pursuant to Section 4.3 hereof when the Property described in a Supplement is delivered, installed and accepted as to State's specifications, substantially in the form attached to the Supplement.

"Commencement Date" Subject to the Certificate of Acceptance, is the date when the term of a Financing Transaction and State's obligation to pay Installment Payments for such Financing Transaction commence, which date shall be set forth in each Installment Purchase Supplement.

"Equipment" means, collectively, the equipment purchased pursuant to this Agreement, and with respect to each Installment Purchase Supplement, the equipment described in each Installment Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

"Event of Default" is defined in Section 13.1.

"Financed Items" means any software program licenses, maintenance, services, and other one-time charges to be financed pursuant to this Agreement, and with respect to each Installment Purchase Supplement, such items described therein.

"Financing Transaction" means the financing transaction for Property set forth in any Installment Purchase Supplement entered into pursuant this Agreement.

"Installment Purchase Supplement" or **"Supplement"** means an Installment Purchase Supplement in the form attached hereto.

"Installment Payments" means the Installment Payments payable by State under Part 6 of this Agreement and with respect to each Installment Purchase Supplement, the Payment Amounts set forth in each Installment Purchase Supplement in Exhibit 1 thereto.

"Installment Payment Dates" means the dates for the Installment Payments as set forth in the Payment Schedules for each Installment Purchase Supplement.

"Transaction Term" means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Transaction Term for each Financing Transaction entered into hereunder shall be set forth in an Installment Purchase Supplement, as provided in Section 4.2.

"State" or **"Customer"** means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Banc of America" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.6.

"Original Term" means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of State in effect at the Commencement Date.

"Payment Schedule" means, with respect to a Financing Transaction, a schedule of Installment Payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Payment, the Finance Charge and the Balance Due.

"Property" means, collectively, the Equipment and Financed Items purchased pursuant to this Agreement, and with respect to each Installment Purchase Supplement, the Equipment and Financed Items described in such Installment Purchase Supplement.

"Purchase Price" means the amount that State may, in its discretion, pay to Banc of America to purchase the Property under an Installment Purchase Supplement, as provided in Section 11.1 and as set forth in the Installment Purchase Supplement.

"Renewal Terms" means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with State's budget year.

"State" means the state or commonwealth where State is located.

"Supplier" means ePlus Technology, Inc., or any other manufacturer, vendor or provider of the Property financed under the applicable supplement.

Part 2 - Separate Financings

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Banc of America shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Banc of America shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

Part 3 –State's Covenants

As of the Commencement Date for each Supplement executed and delivered hereunder, State shall be deemed to represent, covenant and warrant for the benefit of Banc of America as follows:

(a) State 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 Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. State 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.

(b) State 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 State should merge with another entity under the laws of the State, State agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned State's rights and shall assume State's obligations hereunder.

(c) State has been duly authorized to execute and deliver this Agreement and the Supplement 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 Supplement, and State has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by State of the Property thereunder. On or before the Commencement Date, State shall cause to be executed an Opinion of State's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a State's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.

(d) During the Transaction Term for the Supplement, the Property thereunder will perform and will be used by State only for the purpose of performing essential governmental uses and public functions within the permissible scope of State's authority.

(e) In accordance with the laws of the State of New Hampshire, State will provide Banc of America with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of State to continue this Agreement and the Supplement in such form and containing such information as may be requested by Banc of America.

(f) State 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 Installment Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. State covenants and agrees that no part of the proceeds of the Supplement 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 Supplement 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 Supplement.

(g) The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by State does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, or other instrument to which State 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 State 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 State or to which it is subject.

(h) State's exact legal name is as set forth on the first page of this Agreement. State will not change its legal name in any respect without giving thirty (30) days' prior notice to Banc of America.

Part 4 - The Transactions

4.1 Inception. State's obligations under the Supplement commence on the Commencement Date of each Financing Transaction and continue for the Transaction Term set forth in such Supplement.

4.2 Transaction Term. The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon either the payment of the final Installment Payment set forth in such Payment Schedule as described in Section 11.1 or the exercise of the Option to Prepay described in Section 11.2, unless terminated sooner pursuant to this Agreement or the Supplement.

4.3 Delivery, Installation and Acceptance of Property. State shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, 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 for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to State's specifications, State shall immediately accept the Property and evidence said acceptance by executing and delivering to Banc of America the Certificate of Acceptance substantially in the form attached to the Supplement.

Part 5 – (intentionally left blank)

Part 6 - Payments

6.1 Installment Payments to Constitute a Current Expense of State. Banc of America and State understand and intend that the obligation of State to pay Installment Payments hereunder shall constitute a current expense of State and shall not in any way be construed to be a debt of State in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by State, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of State. Upon the appropriation of Installment Payments for a fiscal year, the Installment Payments for said fiscal year, and only the Installment Payments for said current fiscal year, shall be a binding obligation of State; provided that such obligation shall not include a pledge of the taxing power of State.

6.2 Payment of Installment Payments. State shall promptly pay Installment Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Banc of America in such amounts and on such dates as described in the applicable Payment Schedule, at Banc of America's address set forth as the "remit to" address in the invoice, unless Banc of America instructs State otherwise. State shall pay Banc of America a charge on any delinquent Installment Payments in an amount sufficient to cover all reasonable additional costs and expenses incurred by Banc of America from such delinquent Installment Payment.

6.3 Interest Component. A portion of each Installment Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Transaction Term.

6.4 Installment Payments to be Unconditional. SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF STATE TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SUPPLEMENTS 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 STATE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER, INCLUDING AS PROVIDED IN SECTION 10.2.

6.5 Continuation by State. State intends to continue all Supplements entered into pursuant to this Agreement and to pay the Installment Payments thereunder. State reasonably believes that legally available funds in an amount sufficient to make all Installment Payments during the term of all Supplements can be obtained. State agrees that during the budgeting process for each budget year its staff will provide to the governing body of State notification of any Installment Payments due under the Supplements during the following budget year.

6.6 Nonappropriation. If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Installment Payments required under a Supplement for the following fiscal year, State shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and State shall not be obligated to make Installment Payments under said Supplement beyond the then current fiscal year for which funds have been appropriated. If, during the then current Original Term or Renewal Term, sufficient funds are withdrawn or not appropriated to make Installment Payments required under a Supplement for the then current fiscal year, State shall notify Banc of America within seven (7) days after such nonappropriation or withdrawn appropriation ("Withdrawn Appropriation Date") and the Supplement shall terminate no later than seven (7) days after the Withdrawn Appropriation Date and State shall not be obligated to make Installment Payments under said Supplement beyond the Withdrawn Appropriation Date. Upon the occurrence of such nonappropriation or withdrawn appropriation (each a "Nonappropriation Event") State shall, no later than seven (7) days thereafter, deliver possession to Banc of America of the Property under the Supplement for which Installment Payments have been withdrawn or nonappropriated. If State fails to deliver possession of the Property to Banc of America upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but State shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the State fails to deliver possession. In the event of a Nonappropriation Event under a Supplement, State shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Banc of America that it has: (1) deleted or disabled all files and copies of the software from the Equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Banc of America may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Banc of America, such sums to be credited to State's obligations under the Supplement and this Agreement. State shall notify Banc of America in writing within seven (7) days after the failure of the State to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Transaction Term or result in any liability to State. In the event of such nonappropriation, upon request from Banc of America, State agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Banc of America.

Part 7 – Title; Security Interest

7.1 Title to the Property. Upon acceptance of the Equipment by State and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in State from the Supplier, subject to Banc of America's interests under the applicable Supplement and this Agreement. Software that the State acquires from the Supplier and finances with Banc of America remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the State and is not affected by this Agreement.

7.2 Personal Property. The Equipment 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 Equipment 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 Banc of America, State will, at State's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.3 Security Interest. To the extent permitted by law and to secure the performance of all of State's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, State grants to Banc of America, for the benefit of Banc of America and its successors and assigns, a security interest constituting a first lien on State's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. State shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Banc of America, that Banc of America deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Banc of America and its successors and assigns. State hereby authorizes Banc of America to file all financing statements that Banc of America deems necessary or appropriate to establish, maintain and perfect such security interest.

Part 8 – Maintenance and Ancillary Charges

8.1 Maintenance of Equipment by State. State shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. State shall have sole responsibility to maintain and repair the Equipment. Should State fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Banc of America, State will enter into maintenance contracts for the Equipment in accordance with manufacturer's specification, Banc of America approved providers.

8.2 Liens, Taxes, Other Governmental Charges and Utility Charges. State shall keep the Property free of all levies, liens and encumbrances, except for the interest of Banc of America under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of State and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by State under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. State 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, State shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. State 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. State 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, State shall be obligated to pay only such installments as accrue during the then current fiscal year of the Transaction Term for such Property.

8.3 Insurance. At its own expense, State 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 Banc of America in an amount equal to at least the outstanding principal component of Installment Payments, and (b) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that State 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 casualty insurance shall contain a provision making any losses payable to Banc of America and State 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 Banc of America and State at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Banc of America's prior written consent. Upon Banc of America's request, State shall, within thirty (30) days of such request, furnish to Banc of America, for each Supplement, certificates evidencing such coverage, or, if State self-insures, a written description of its self-insurance program together with a certification from State's risk manager or insurance agent or consultant to the effect that State's self-insurance program provides adequate coverage against the risks listed above.

Part 9 – Casualty Loss

9.1 Damage or Destruction. If (a) the Property under a Supplement 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 Supplement 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, Banc of America and State 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 repair, restoration, modification or improvement of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to State and applied to the next Installment Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, 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. The provisions of this section shall apply to the Property under any particular Supplement unless the State exercises its Option to Prepay such Supplement or until the end of the Transaction Term for such Supplement if the State has made payment in full of the Installment Payments thereunder.

9.2 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 9.1, State shall complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if State shall make any payments pursuant to this Section, State shall not be entitled to any reimbursement therefor from Banc of America nor shall State be entitled to any diminution of the amounts payable under Section 6.2. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by State. The provisions of this section shall apply to the Property under any particular Supplement unless the State exercises its Option to Prepay such Supplement or until the end of the Transaction Term for such Supplement if the State has made payment in full of the Installment Payments thereunder.

Part 10 – Warranties: Use of Equipment and/or Financed Items

10.1 Disclaimer of Warranties. Banc of America 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 Banc of America HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS FINANCED BY Banc of America TO STATE "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 STATE. State acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Banc of America. State understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Banc of America, 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 Banc of America be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

10.2 Supplier's Warranties. Banc of America hereby irrevocably assigns to State all rights that Banc of America may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. State's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Banc of America, nor shall such matter have any effect whatsoever on the rights and obligations of Banc of America with respect to this Agreement, including the right to receive full and timely payments hereunder. State expressly acknowledges that Banc of America makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.3 Use of the Property. State 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 Supplement. State shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, State 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 (including compliance with any applicable privacy laws, rules or regulations and in conjunction therewith State, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that State 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 Banc of America, adversely affect the interest of Banc of America in and to the Property or its interest or rights under this Agreement. State shall promptly notify Banc of America in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

10.4 Modifications. Subject to the provisions of this Section, State shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, 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 Equipment, 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 Equipment immediately prior to the making of such alterations, additions, modifications and improvements. State shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

Part 11 – Prepayments

11.1 Deemed Purchase. State shall be deemed to have purchased Banc of America's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Transaction Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Installment Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by State of all other terms, conditions and provisions hereof, Banc of America shall deliver to State all such documents and instruments as State may reasonably require to evidence the transfer, without warranty by or recourse to Banc of America, of all of Banc of America's right, title and interest in and to the Equipment subject to such Supplement to State.

11.2 Option to Prepay. State shall have the option to prepay in whole, but not in part, the Installment Payments due under a Supplement on any Installment Payment Date, at the Prepayment Price set forth in the Installment Payment Schedule as the "Prepayment Price", plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Banc of America. The Prepayment Price shall be an amount equal to the present value of the remaining Installment Payments multiplied by the Prepayment Fee Rate set forth in such Installment Payment Schedule as the "Prepayment Fee Rate.

Part 12 – Assignment; Risk of Loss

12.1 Assignment by Banc of America. Subject to State's prior written consent, which shall not be unreasonably withheld and will be considered in a timely manner, Banc of America's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Banc of America; provided that any assignment shall not be effective against the State until State has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. State shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. State agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Banc of America or any assignee to protect its interests in this Agreement and the Supplements.

12.2 Supplements Separate Financings. Assignees of Banc of America's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

12.3 Assignment by State. NONE OF STATE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, LEASED OR ENCUMBERED BY STATE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF Banc of America, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. Any request by State to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Banc of America that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

12.4 Risk of Loss Covenants. To the extent permitted by applicable law and unless specifically provided otherwise in this Agreement or a Financing Transaction hereunder, claims, costs and expenses of any description arising out of this Agreement shall be for the sole account of State, except that State shall not be liable for any claim resulting from negligence or willful misconduct of Banc of America.

Part 13 – Defaults and Remedies

13.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Supplement:

(a) Failure by State to pay any Installment Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein; and such failure shall continue for a period of three (3) business days after written notice is received by State from Banc of America;

(b) Failure by State to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, 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 State by Banc of America, unless Banc of America 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, Banc of America will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by State within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by State in or pursuant to the Supplement 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) State shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of State, or of all or a substantial part of the assets of State, (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 State in any bankruptcy, reorganization or insolvency proceeding;

(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 State or of all or a substantial part of the assets of State, 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;

(f) Wrongful failure by Banc of America to deposit the financed funds into escrow following the satisfactory completion of all the State's conditions to Banc of America's obligation to do so under this Agreement or otherwise pursuant to that certain Escrow Agreement between the parties of even or near even date (Exhibit 4 hereto), or

(g) Wrongful failure by Banc of America to authorize disbursement of funds from said escrow following the satisfactory completion of all the State's conditions to Banc of America's obligation to do so under this Agreement or otherwise pursuant to the terms of the Escrow Agreement.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure State is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of State contained in Part 6 hereof) State 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 State.

A Nonappropriation Event is not an Event of Default.

13.2 Remedies on Default. Whenever any Event of Default exists with respect to a Supplement, Banc of America 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 Supplement, and by written notice to State, if State fails to remedy such default within the cure period, Banc of America may declare all Installment Payments and other amounts payable by State thereunder to the end of the then current budget year of State to be due, including without limitation delinquent Installment Payments under the Supplement from prior budget years;

(b) Banc of America may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require State to discontinue use of any Financed Items, or require State, at State's expense, to promptly return any or all of the Equipment to the possession of Banc of America at such place within the United States as Banc of America shall specify and require State to discontinue use of any Financed Items, and Banc of America 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) pay off any outstanding principal component of Installment Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Banc of America's costs and expenses associated with the disposition of the Property, shall be paid to State or such other creditor of State as may be entitled thereto, and further provided that no deficiency shall be allowed against State. State shall confirm and state in writing to Banc of America that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;

(c) By written notice to any escrow agent who is holding proceeds of the Supplement, Banc of America may instruct such escrow agent to release all such proceeds and any earnings thereon to Banc of America, such sums to be credited to payment of State's obligations under the Supplement and this Agreement;

(d) In the event that Banc of America wrongfully fails to deposit the financed funds into escrow following the satisfactory completion of all the State's conditions to Banc of America's obligation to do so under this

Agreement or otherwise pursuant to the terms of the Escrow Agreement, Banc of America shall continue to guarantee the financing rate of 2.173% for the duration of the financing;

(e) Banc of America and State 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 their respective rights under the Supplement and this Agreement.

13.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Banc of America is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement 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 Banc of America to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

Part 14 – General

14.1 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 at its address as it appears on the registration books maintained by State.

14.2 Arbitrage Certifications. State shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

(a) The estimated total costs, including taxes, freight, installation, and cost of issuance of the Financed Items under the Supplement will not be less than the total principal amount of the Installment Payments.

(b) State 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 Installment Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Supplement.

(c) The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by State, either in whole or in major part, prior to the last maturity of the Installment Payments under the Supplement.

(d) There are no other obligations of State, which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.

(e) The officer or official who has executed the Supplement on State's behalf is familiar with State's expectations regarding this Section 14.2. To the best of State's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of State set forth herein are reasonable.

14.3 Further Assurances. State 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 Banc of America, to perfect, confirm, establish, reestablish, continue, or complete the interests of Banc of America in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

14.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Banc of America and State and their respective successors and assigns.

14.5 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.

14.6 Amendments, Changes and Modifications. This Agreement may be amended in writing by Banc of America and State to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification.

14.7 Execution in Counterparts. This Agreement and the Supplements 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.

14.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.9 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.

EXHIBIT I
INSTALLMENT PURCHASE SUPPLEMENT

Installment Purchase Master Agreement
For State of New Hampshire

INSTALLMENT PURCHASE SUPPLEMENT

INSTALLMENT PURCHASE MASTER AGREEMENT

DATE OF INSTALLMENT PURCHASE MASTER AGREEMENT: APRIL 2, 2012

SUPPLEMENT NO.: 1

DATE OF SUPPLEMENT: APRIL 2, 2012

INSTALLMENT PURCHASE MASTER AGREEMENT TERM: 5 YEARS, ANNUAL IN ADVANCE

BORROWER: STATE OF NEW HAMPSHIRE

The terms and conditions of the Installment Purchase Master Agreement, including word and phrase definitions, are incorporated herein (this "Supplement") by this reference.

1. DESCRIPTION OF THE EQUIPMENT:

SUPPLIER	QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT
*e*Plus Technology Inc.		**Described on Invoices**

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: STATE OF NEW HAMPSHIRE
Concord, NH and various other locations

3. The Installment Payments shall be made for the Equipment as follows:

DATE	INSTALLMENT AMOUNT	INTEREST	PRINCIPAL	BALANCE	PREPAYMENT PRICE
See Payment Schedule attached hereto and made a part hereof					

4. For purposes of this Supplement, "State" means the State of New Hampshire.

5. Borrower's current Fiscal Period extends from July 1st to June 30th.

6. The terms and provisions of the Installment Purchase Master Agreement described above (other than to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) are hereby incorporated into this Supplement by reference and made a part hereof.

7. Borrower hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Installment Purchase Master Agreement are true and correct as though made on the date of execution of this Installment Payment Schedule.

Installment Purchase Master Agreement
For State of New Hampshire

ATTACHMENT 1
To INSTALLMENT PURCHASE SUPPLEMENT

INSTALLMENT PAYMENT SCHEDULE

Compound Period: Monthly
Nominal Annual Rate: 2.173%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Installment Purchase	Installment Payment	Interest	Principal	Balance	Payoff
Installment Purchase	04/20/2012	3,358,387.92				3,358,387.92	N/C
1	07/15/2012		704,757.75	17,260.25	687,497.50	2,670,890.42	2,692,823.42
2	07/15/2013		704,757.75	58,619.99	646,137.76	2,024,752.66	2,038,088.39
3	07/15/2014		704,757.75	44,438.73	660,319.02	1,364,433.64	1,371,190.80
4	07/15/2015		704,757.75	29,946.23	674,811.52	689,622.12	691,904.71
5	07/15/2016		704,757.75	15,135.63	689,622.12	0.00	0.00
Grand Totals		3,335,715.77	3,523,788.75	165,400.83	3,358,387.92		

Installment Purchase Master Agreement
For State of New Hampshire

STATE OF NEW HAMPSHIRE,
as Borrower

By: _____
Printed Name: John J. Barthelmes
Title: Commissioner, NH Dept of Safety

BANC OF AMERICA PUBLIC CAPITAL CORP.
as Lender

By: _____ As Agent
Printed Name Ben A. Ulliaro
Title Senior Vice President

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Supplement constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT 2
OPINION OF STATE'S COUNSEL

FORM OF OPINION OF STATE'S COUNSEL

(To be prepared on letterhead of
State's Counsel)

April 19, 2012

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
10th Floor
Chicago, Illinois 60603

To Whom It May Concern:

As counsel for the State of New Hampshire Department of Safety ("Borrower"), I have examined duly executed originals of the State of New Hampshire Finance Terms (Form Number P-37), specifically including Exhibit C thereto, and the Installment Purchase Master Agreement dated April 2, 2012 (collectively, the "Agreement"), between Borrower and BANC OF AMERICA PUBLIC CAPITAL CORP ("Lender"), specifically including Exhibit Q thereto being that certain Escrow Agreement dated April 2, 2012 (the "Escrow Agreement") between Borrower, Lender and TREASURER, STATE OF NEW HAMPSHIRE as escrow agent. Based upon such examination of law and fact as we have deemed necessary or appropriate for purposes of the opinions set forth below, I am of the opinion that:

1. Borrower is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended.

2. The Agreement and the Escrow Agreement have each been duly authorized, executed and delivered by Borrower through Department of Safety Commissioner John J. Barthelmes pursuant to Constitutional, statutory and/or home rule provision, to specifically include RSA 21-G:9 and RSA 21-P:6, I and III.

3. The Agreement and the Escrow Agreement are legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with its terms. In the event Lender obtains a judgment against Borrower in money damages as a result of an event of default under the Agreement or the Escrow Agreement, Borrower will be obligated to pay such judgment.

4. Borrower's name indicated above is its true, correct, and complete legal name.

5. Any applicable public bidding requirements have been met.

6. There are no pending actions or proceedings to which Borrower is a party, and there are no other pending or threatened actions or proceedings of which Borrower has knowledge, before any public body, court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the transaction contemplated by the Agreement or the Escrow Agreement or the ability of Borrower to perform its obligations under the Agreement, or question the validity of the Approval. Further, Borrower is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which, either individually or in the aggregate, would have the same such effect.

7. The signatures of the officers of Borrower which appear on the Agreement and the Escrow Agreement are true and genuine, I know said officers and know them to hold the offices set forth below their names, and they have been duly authorized to execute and deliver the Agreement and the Escrow Agreement.

8. The Equipment purchased pursuant to the Agreement constitutes personal property and when subjected to use by Borrower will not be or become fixtures under applicable law.

9. The Agreement is in full conformity with all laws relating to usury applicable thereto.

10. The Uniform Commercial Code, as adopted in the State of New Hampshire, will govern the method of perfecting Lender's security interest in the Equipment.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee of Lender under the Agreement, provided that I understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Borrower pursuant to the Agreement.

Sincerely yours,

David M. Hilts
Assistant Attorney General;
Transportation & Construction Bureau
33 Capitol Street
Concord, New Hampshire 03301-6397
(603) 271-3675

EXHIBIT 3
STATE'S CERTIFICATE

(Reference Installment Purchase Master Agreement Exhibit 2: Opinion of State's Council)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of April 2, 2012 by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lender"), STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY ("Borrower") and TREASURER, STATE OF NEW HAMPSHIRE (the "Escrow Agent").

Lender and Borrower have heretofore entered into that certain Installment Purchase Master Agreement dated as of the date hereof (the "Installment Purchase Agreement"). The Installment Purchase Agreement contemplates that certain equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Borrower, the Equipment is to be financed by Lender to Borrower pursuant to the terms of the Installment Purchase Agreement.

The Installment Purchase Agreement further contemplates that Lender will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "Purchase Price"), being $3,358,387.92, with the Escrow Agent to be held in escrow for a temporary period and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "Escrow Fund") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "Vendor") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Borrower); and, if applicable, to reimburse Borrower for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held for the account and benefit of Borrower and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Borrower and applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Borrower to Lender in the cash and cash equivalents from time to time comprising the Escrow Fund, Lender hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts that appointment as security agent, and agrees to hold physical possession of such cash and cash equivalents on behalf of Lender.

2. On or before April 20, 2012 or such other day as is determined to the mutual satisfaction of the parties (the "Closing Date"), Lender shall deposit with the Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by the Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, the Escrow Agent agrees to accept the deposit of the Purchase Price by Lender, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein. Borrower represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lender makes no warranty or representation with respect thereto.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash and cash equivalents comprising the Escrow Fund from time to time shall be held in the name of the Escrow Agent. The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lender).

4. In order to perfect Lender's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Borrower's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and

from any of the foregoing personal property (collectively, the "Collateral"), Lender, Borrower and Escrow Agent further agree as follows:

(a) All terms used in this Section 4 which are defined in the Commercial Code of the State of New Hampshire (the *"Commercial Code"*) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lender with respect to the Collateral, or any portion of the Collateral, without further consent by Borrower.

(c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Borrower is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lender's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lender under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Borrower.

(d) Without the prior written consent of Lender, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lender or, subject to the provisions of paragraph (e) below, Borrower, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lender if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 5 hereof, Escrow Agent may allow Borrower to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lender, allow Borrower to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lender reserves the right, by delivery of written notice to Escrow Agent, to prohibit Borrower from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lender to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lender, the amount of any obligations of Borrower to Lender, the validity of any of Lender's claims against or agreements with Borrower, the existence of any defaults under such agreements, or any other matter.

(f) Borrower hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lender to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Borrower hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

5. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by the Escrow Agent in Permitted Investments (as hereinafter defined). As used herein, Permitted Investments shall mean the following:

(a) direct obligations of the United States of America or any agency or instrumentality thereof; or

(b) government money market funds including money market funds sponsored or managed by the Escrow Agent that invest solely in or are fully collateralized by, respectively, direct obligations of the United States of America or any agency or instrumentality thereof; or

(c) fully insured or collateralized (by direct obligations of the United States of America or any agency or instrumentality thereof) dollar-denominated certificates of deposit of a United States bank, including the Escrow Agent; or

(d) any investments that the Escrow Agent is authorized to make pursuant to RSA 6:8; or

(e) such other instruments as are agreeable to Borrower and Lender.

The Escrow Agent will use due diligence to collect all instruments for the payment of money comprising the Escrow Fund and shall promptly notify Borrower and Lender in the event of dishonor. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund.

6. Upon request by Borrower and Lender, the Escrow Agent shall send monthly statements of account to Borrower and Lender, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

7. The Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) From time to time, the Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed requisition requests in the form attached as Exhibit 1 hereto, which requests shall be approved by Lender. Disbursements from the Escrow Fund shall be made solely for the purpose of paying the cost of acquiring the Equipment.

(b) In the event that Lender provides to the Escrow Agent written notice of the occurrence of an event of default or an event of nonappropriation under the Installment Purchase Agreement, the Escrow Agent shall thereupon promptly remit to Lender the Escrow Fund.

(c) Upon receipt by the Escrow Agent of written notice from Lender that all Equipment under the Installment Purchase Agreement has been acquired, the Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lender and Borrower, and, second, to Lender for application against the interest component of Borrower's payment obligation under the Installment Purchase Agreement as provided therein, unless otherwise agreed by Lender.

8. The Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. The Escrow Agent waives any claim against Lender with respect to compensation hereunder.

9. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lender in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Agreement except for its own negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by the Escrow Agent.

10. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lender and Borrower. If the Escrow Agent should fail in its fiduciary duties pursuant to this Agreement, Lender may remove the Escrow Agent as the Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lender.

11. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lender specified in Section 7(b) or Section 7(c) hereof.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to

the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lender.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of New Hampshire. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. Borrower understands, acknowledges and accepts that the STATE OF NEW HAMPSHIRE is both the Borrower and Escrow Agent hereunder, and hereby waives the right to challenge or contest any actions of the Escrow Agent in performing its responsibilities hereunder based on any alleged or actual conflict of interest on the part of the STATE OF NEW HAMPSHIRE.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

BANC OF AMERICA PUBLIC CAPITAL CORP
Lender

By: _____ As Agent
Address: 135 S. LaSalle Street, 10th Floor
Chicago, Illinois 60603
Fax No.: (312) 453-2099

STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY
Borrower

By: _____
Address: 110 Smokey Bear Blvd John J. Barthelmes, Commissioner
Concord, NH 03301 NH Dept of Safety
Fax No.: (603) 271-6609

TREASURER, STATE OF NEW HAMPSHIRE
Escrow Agent

By: _____
Address: 25 Capitol Street, Room 121
Concord, NH 03301
Fax No.: (603) 271-3922

EXHIBIT 1
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of April 2, 2012 (the "Escrow Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender, STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, as Borrower, and TREASURER, STATE OF NEW HAMPSHIRE as Escrow Agent, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Borrower) with respect to equipment being financed under that certain Installment Purchase Master Agreement dated as of April 2, 2012 by and between Lender and Borrower, and has not formed the basis of any prior requisition request.

Payee	Amount

Total requisition amount $ _____

State of New Hampshire, Department of Safety has submitted to Lender a duly executed Certificate of Acceptance, with attachments. Escrow Agent is hereby irrevocably authorized and directed to pay the above amount to said payee, via check or wire transfer.

[INSERT WIRE INSTRUCTIONS]

_____

_____

_____

_____

_____
STATE OF NEW HAMPSHIRE, Dept. of Safety
Borrower

By: _____

Date: _____

APPROVED:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Date: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of April 2, 2012 by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lender"), STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY ("Borrower") and TREASURER, STATE OF NEW HAMPSHIRE (the "Escrow Agent").

Lender and Borrower have heretofore entered into that certain Installment Purchase Master Agreement dated as of the date hereof (the "Installment Purchase Agreement"). The Installment Purchase Agreement contemplates that certain equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Borrower, the Equipment is to be financed by Lender to Borrower pursuant to the terms of the Installment Purchase Agreement.

The Installment Purchase Agreement further contemplates that Lender will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "Purchase Price"), being $3,358,387.92, with the Escrow Agent to be held in escrow for a temporary period and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "Escrow Fund") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "Vendor") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Borrower); and, if applicable, to reimburse Borrower for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held for the account and benefit of Borrower and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Borrower and applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Borrower to Lender in the cash and cash equivalents from time to time comprising the Escrow Fund, Lender hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts that appointment as security agent, and agrees to hold physical possession of such cash and cash equivalents on behalf of Lender.

2. On or before April 20, 2012 or such other day as is determined to the mutual satisfaction of the parties (the "Closing Date"), Lender shall deposit with the Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by the Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, the Escrow Agent agrees to accept the deposit of the Purchase Price by Lender, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein. Borrower represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lender makes no warranty or representation with respect thereto.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash and cash equivalents comprising the Escrow Fund from time to time shall be held in the name of the Escrow Agent. The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lender).

4. In order to perfect Lender's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Borrower's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and

from any of the foregoing personal property (collectively, the "Collateral"), Lender, Borrower and Escrow Agent further agree as follows:

(a) All terms used in this Section 4 which are defined in the Commercial Code of the State of New Hampshire (the *"Commercial Code"*) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lender with respect to the Collateral, or any portion of the Collateral, without further consent by Borrower.

(c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Borrower is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lender's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lender under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Borrower.

(d) Without the prior written consent of Lender, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lender or, subject to the provisions of paragraph (e) below, Borrower, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lender if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 5 hereof, Escrow Agent may allow Borrower to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lender, allow Borrower to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lender reserves the right, by delivery of written notice to Escrow Agent, to prohibit Borrower from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lender to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lender, the amount of any obligations of Borrower to Lender, the validity of any of Lender's claims against or agreements with Borrower, the existence of any defaults under such agreements, or any other matter.

(f) Borrower hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lender to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Borrower hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

5. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by the Escrow Agent in Permitted Investments (as hereinafter defined). As used herein, Permitted Investments shall mean the following:

(a) direct obligations of the United States of America or any agency or instrumentality thereof; or

(b) government money market funds including money market funds sponsored or managed by the Escrow Agent that invest solely in or are fully collateralized by, respectively, direct obligations of the United States of America or any agency or instrumentality thereof; or

(c) fully insured or collateralized (by direct obligations of the United States of America or any agency or instrumentality thereof) dollar-denominated certificates of deposit of a United States bank, including the Escrow Agent; or

(d) any investments that the Escrow Agent is authorized to make pursuant to RSA 6:8; or

(e) such other instruments as are agreeable to Borrower and Lender.

The Escrow Agent will use due diligence to collect all instruments for the payment of money comprising the Escrow Fund and shall promptly notify Borrower and Lender in the event of dishonor. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund.

6. Upon request by Borrower and Lender, the Escrow Agent shall send monthly statements of account to Borrower and Lender, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

7. The Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) From time to time, the Escrow Agent shall pay to the Vendor of the Equipment payments theu due and payable with respect thereto upon receipt of duly executed requisition requests in the form attached as Exhibit 1 hereto, which requests shall be approved by Lender. Disbursements from the Escrow Fund shall be made solely for the purpose of paying the cost of acquiring the Equipment.

(b) In the event that Lender provides to the Escrow Agent written notice of the occurrence of an event of default or an event of nonappropriation under the Installment Purchase Agreement, the Escrow Agent shall thereupon promptly remit to Lender the Escrow Fund.

(c) Upon receipt by the Escrow Agent of written notice from Lender that all Equipment under the Installment Purchase Agreement has been acquired, the Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lender and Borrower, and, second, to Lender for application against the interest component of Borrower's payment obligation under the Installment Purchase Agreement as provided therein, unless otherwise agreed by Lender.

8. The Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. The Escrow Agent waives any claim against Lender with respect to compensation hereunder.

9. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lender in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Agreement except for its own negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by the Escrow Agent.

10. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lender and Borrower. If the Escrow Agent should fail in its fiduciary duties pursuant to this Agreement, Lender may remove the Escrow Agent as the Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lender.

11. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lender specified in Section 7(b) or Section 7(c) hereof.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to

the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lender.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of New Hampshire. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. Borrower understands, acknowledges and accepts that the STATE OF NEW HAMPSHIRE is both the Borrower and Escrow Agent hereunder, and hereby waives the right to challenge or contest any actions of the Escrow Agent in performing its responsibilities hereunder based on any alleged or actual conflict of interest on the part of the STATE OF NEW HAMPSHIRE.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

BANC OF AMERICA PUBLIC CAPITAL CORP
Lender

By: _____
Address: 135 S. LaSalle Street, 10th Floor
Chicago, Illinois 60603
Fax No.: (312) 453-2099

STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY
Borrower

By: _____
Address: 110 Smokey Bear Blvd
Concord, NH 03301
Fax No.: (603) 271-6609

TREASURER, STATE OF NEW HAMPSHIRE
Escrow Agent Catherine A. Provencher

By: Catherine A. Provencher
Address: 25 Capitol Street, Room 121
Concord, NH 03301
Fax No.: (603) 271-3922

EXHIBIT 1
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of April 2, 2012 (the "Escrow Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender, STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, as Borrower, and TREASURER, STATE OF NEW HAMPSHIRE as Escrow Agent, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Borrower) with respect to equipment being financed under that certain Installment Purchase Master Agreement dated as of April 2, 2012 by and between Lender and Borrower, and has not formed the basis of any prior requisition request.

Payee	Amount

Total requisition amount $ _____

State of New Hampshire, Department of Safety has submitted to Lender a duly executed Certificate of Acceptance, with attachments. Escrow Agent is hereby irrevocably authorized and directed to pay the above amount to said payee, via check or wire transfer.

[INSERT WIRE INSTRUCTIONS]

_____

_____

_____

_____

_____
STATE OF NEW HAMPSHIRE, Dept. of Safety
Borrower

By: _____

Date: _____

APPROVED:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Date: _____

EXHIBIT 4
ESCROW AGREEMENT

AMENDMENT NO 1
TO INSTALLMENT PURCHASE MASTER AGREEMENT

THIS AMENDMENT NO. 1 TO INSTALLMENT PURCHASE MASTER AGREEMENT ("Amendment") is entered into as of April 2, 2012 by and between the State of New Hampshire ("State") and Banc of America Public Capital Corp ("BAPCC")

WHEREAS, State and BAPCC have entered into, or expect to enter into, that certain Installment Purchase Master Agreement dated as of April 2, 2012 (collectively with all addenda, exhibits, and Supplements, the "Agreement") which constitutes a financing transaction of certain Equipment and Property selected by the State; and

WHEREAS, the State and BAPCC desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Part 1 – Definitions. The definition of "Commencement Date" is amended and restated in its entirety as follows:

   "Commencement Date" The "Commencement Date," as set forth in each Supplement, is the date when interest commences to accrue under such Supplement and when the term of the respective Financing Transaction and State's obligation to pay Installment Payments for such Financing Transaction commence, which date shall be the earlier of (i) the date on which the Equipment listed in such Supplement is accepted by the State in the manner described in Section 4.3, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Supplement are deposited for that purpose with an escrow agent, irrespective of when the Equipment is accepted by State.

2. Amendment to Part 1 – Definitions. The definition of "Equipment" is amended and restated as follows:

   "Equipment" means, collectively, the equipment purchased pursuant to this Agreement, including any equipment purchased with funds deposited in an escrow account, and with respect to each Installment/Purchase Supplement, the equipment described in each Installment/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

3. Amendment to Part 1 – Definitions. The definition of "Financing Transaction" is amended and restated as follows:

   "Financing Transaction" means the Installment/Purchase transaction for Property set forth in any Installment/Purchase Supplement entered into pursuant to this Agreement together with any escrow agreement.

4. Section 7.3 Security Interest. Add as a second paragraph to Section 7.3

   As further security therefor, Borrower hereby grants to Lender a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in that certain escrow agreement among the financial institution acting as Escrow Agent, Borrower, and Lender), and all proceeds (cash and non-cash) thereof, and agrees that with respect thereto lender shall have all rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New Hampshire. Borrower shall keep the Equipment and the Escrow Fund free and clear of all liens, levies and encumbrances, except those created under this Agreement.

5. Section 13.1 Events of Default Defined. Add the following section (f):

   (f) an attachment, levy or execution is levied upon or against the Equipment or any item thereof, or the Escrow Fund.

6. Section 14.2 Arbitrage Certifications. Add the following sections (f) and (g):

   (f) The State covenants and agrees that it will (i) rebate an amount equal to excess earnings on the Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the regulations applicable thereto.

(g) The State shall ensure that the monies deposited by Lender in escrow are not invested in such manner so as to result in this Agreement being treated as an "arbitrage bond" or "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Code, respectively.

7. Effectiveness. This Amendment shall be effective on the date hereof with respect to all Installment/Purchase Supplements under the Agreement, whether before or after the date of this Amendment.

8. Miscellaneous. Capitalized terms used herein but not defined shall have the meaning given in the Agreement. All provisions of the Agreement not amended shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 to the Installment Purchase Master Agreement as of the date first above written.

Agreed to: John J. Barthelmes, Commissioner	Agreed to:
State NH Dept of Safety	Lender
State of New Hampshire	Banc of America Public Capital Corp
By _____	By _____
Authorized Signature	Authorized Signature

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

ESSENTIAL USE LETTER

TO BE TYPED ON STATE'S LETTERHEAD

April 2, 2012

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
10th Floor
Chicago, Illinois 60603

Re: Master Installment Purchase Master Agreement dated as of April 2, 2012 and Supplement No. 1 dated as of April 2, each between BANC OF AMERICA PUBLIC CAPITAL CORP., as Lender, and THE STATE OF NEW HAMPSHIRE, as Borrower - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Supplement No. 1 is essential to the governmental functions of The State of New Hampshire, as Borrower ("Borrower").

The Equipment will be used by Borrower for the purpose of performing one or more of Borrower's governmental functions consistent with the permissible scope of Borrower's authority and not in any trade or business carried on by any person other than Borrower.

Very truly yours,

THE STATE OF NEW HAMPSHIRE

By: _____
Printed Name: John J. Bartheimes
Title: Commissioner

STATE OF NEW HAMPSHIRE
Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Linda M. Hodgdon
Commissioner
(603) 271-3201

Monica A. Ciolfi
Administrator
(603) 271-3180

SELF INSURANCE LETTER

April 2, 2012

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street; 10th Floor
Chicago, Illinois 60603

RE: Installment Purchase Master Agreement dated as of April 2, 2012 and Supplement No. 1 dated as of April 2, 2012, each by and between BANC OF AMERICA PUBLIC CAPITAL CORP., as Lender, and THE STATE OF NEW HAMPSHIRE, as Borrower – Self Insurance

Gentlemen:

Under the above referenced Supplement No. 1, The State of New Hampshire, as Borrower ("Borrower"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Borrower has an adequate self-insurance program. This letter is for the purpose of describing Borrower's self-insurance program.

The State maintains real property insurance for all State owned buildings. The insurance carrier is The Travelers Indemnity Company, policy # KTK-CMB-7610P55-2-11. The policy term is May 1, 2011 to May 1, 2012. The deductible is $1 million and the blanket policy limits are $992,043,829. There is a $10 million limit for flood and earthquake coverage. All State employees are covered by workers compensation insurance with statutory limits of coverage. The State is self insured for workers compensation coverage. The State's third party administrator is Helmsman Management Services, a division of Liberty Mutual. The contract number is WP8-11B-247513-058 with effective dates of July 1, 2011 to July 1, 2012. Pursuant to RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions shall be limited to an award not to exceed $475,000 per claimant and $3,750,000 per any single incident, or the proceeds from any insurance policy procured pursuant to RSA 507-B, whichever amount is greater; except that no claim for punitive damages may be awarded. The limits applicable to any action shall be the limits in effect at the time of the judgment or stipulated settlement. The State of New Hampshire does not maintain casualty or liability insurance coverage for the Property. Instead, the State has a self-insurance program. Any liability or costs incurred by the State arising from loss or damage to the Property would be handled as a general obligation of the State.

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,
THE STATE OF NEW HAMPSHIRE

By: Rebecca M. White

Name: Rebecca M. White
Title: Risk Manager

Fax: 603-271-7049

TDD Access: Relay NH 1-800-735-2964

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Installment Purchase Master Agreement dated as of April 2, 2012, by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender, ("Lender") and THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY as Borrower ("Borrower").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Borrower as to future events regarding the financing of certain equipment by Borrower as described in the Installment Purchase Master Agreement dated as of April 2, 2012 (the "Agreement") between Lender and Borrower and all related documents executed pursuant thereto (the Agreement and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Borrower is an officer of Borrower delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Borrower has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The installment payments due under the Financing Documents will be made with monies retained in Borrower's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the installment payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Borrower within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring certain equipment which is essential to the governmental functions of Borrower (the "Equipment"), which Equipment is described in the Supplement attached to the Agreement and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Borrower pursuant to the Agreement. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lender pending acquisition of the items of Equipment and held by TREASURER, STATE OF NEW HAMPSHIRE as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of April 2, 2012 (the "Escrow Agreement"), by and among Lender, Borrower and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Borrower to acquire investments which produce a yield materially higher than the yield to Lender under the Financing Documents.

2.3. Borrower does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final installment payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lender in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Borrower as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Borrower shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Borrower made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Borrower will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Borrower expects, within six months from the date hereof, (a) to have had disbursed from escrow an amount in excess of the lesser of 2 1/2% of the amount deposited in escrow by Lender or $100,000, or (b) to enter into binding obligations with third parties obligating Borrower to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Borrower will be delivered at various times from April, 2012 to October 2013. At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lender and interest earnings thereon expended, prior to October 2013.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Borrower.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Borrower will ensure that such investment will not result in Borrower's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Borrower accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Borrower.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Borrower agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Borrower shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lender or its assignee agrees to act as Borrower's agent for such purpose.

8.3. Borrower shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of six years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Borrower as of the date set forth below.

THE STATE OF NEW HAMPSHIRE, DEPT. OF SAFETY
Borrower

By: _____

Name: John J. Barthelmes

Title: Commissioner, NH Dept of Safety

Date: April 4, 2012

ATTACHMENT TO UCC-1

BORROWER/DEBTOR: STATE OF NEW HAMPSHIRE

LENDER/SECURED PARTY: BANC OF AMERICA PUBLIC CAPITAL CORP.

The Equipment financed pursuant to that certain Installment Purchase Master Agreement dated as of April 2, 2102, by and between Lender/Secured Party, as Lender, and Borrower/Debtor, as Borrower, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof, which Equipment is more fully described on the attached Description of Equipment.

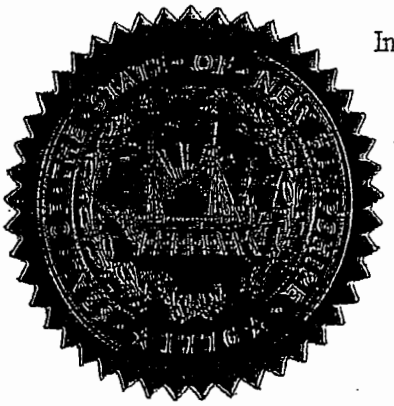
LOCATION:

The cash and cash equivalents from time to time comprising the Escrow Fund created pursuant to that certain Escrow Agreement dated as of April 2, 2012 by and among Banc of America Public Capital Corp., State of New Hampshire, Department of Safety and Treasurer, State of New Hampshire as escrow agent, and all proceeds thereof.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Banc of America Public Capital Corp, a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 13, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April, A.D. 2012

William M. Gardner
Secretary of State

SECRETARY'S CERTIFICATE OF
BANC OF AMERICA PUBLIC CAPITAL CORP

The undersigned, Sara L. Fitch, the Secretary of BANC OF AMERICA PUBLIC CAPITAL CORP ("BAPCC"), a corporation organized and existing under and by virtue of the laws of the State of Kansas, does hereby certify that:

1. The following is a true and complete copy of an excerpt from the BAPCC Agency Agreement (the "Agreement") between BAPCC and Bank of America, National Association ("BANA") dated July 1, 2008, and the same is in full force and effect as of the date hereof:

Each Authorized Agent has full power and authority to act alone on behalf of Banc of America Public Capital Corp to do and perform all acts and things, and to execute and deliver all documents, agreements, instruments and certificates of every kind and nature on behalf of Banc of America Public Capital Corp, including but not limited to one or more agreements, leases, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney and any future modification(s) or amendments thereof, which such execution and delivery to be conclusive evidence that such actions have been duly and specifically authorized and approved by the governing body and appropriate officials of Banc of America Public Capital Corp.

2. The following person has been duly appointed as an authorized agent of BAPCC and the signature set forth opposite his name is the original or a facsimile of the genuine signature of such person:

Ben A. Ulisano

IN WITNESS WHEREOF, I have hereto set my hand on this 2nd day of April, 2012.

Sara L. Fitch
Secretary
BANC OF AMERICA PUBLIC CAPITAL CORP

Installment Purchase Master Agreement
For State of New Hampshire

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Legal Counsel for the Department of Safety, State of New Hampshire, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Installment Purchase Master Agreement dated as of April 2, 2012 (the "Agreement") between the STATE OF NEW HAMPSHIRE and BANC OF AMERICA PUBLIC CAPITAL CORP. and is duly authorized to execute Certificates of Delivery and Acceptance, Requisition Requests and other documents relating to the Agreement, the Escrow thereof and any subsequent Supplements thereto.

NAME	TITLE	SIGNATURE
John J. Barthelmes	Commissioner, DOS	
Kevin P. O'Brien	Chief of Policy & Planning, DOS	
Kevin Connor	VoIP Project Manager, DOS	

By: _____
Marta Modigliani, Esquire
Office of the Commissioner
New Hampshire Department of Safety

THE STATE OF NEW HAMPSHIRE
Merrimack County

On the 9th day of April, 2012, before me, Nancy L. Cassidy, the undersigned officer, appeared MARTA Modigliani, known to me (or satisfactorily proven) to be the person whose name appears above, and ~~he~~ she subscribed ~~his~~ her name to the foregoing instrument.

Nancy L. Cassidy
Notary Public/Justice of the Peace
My commission expires: May 2, 2012

NANCY L. CASSIDY, Notary Public
My Commission Expires May 2, 2012