University of Kentucky
Procurement Services

NOTICE OF AWARD OF PRICE CONTRACT

Cisco Systems, Inc.
170 TASMAN DRIVE
SAN JOSE, CA 95134

REPRESENTATIVE:	**Mark Ruszczyk**	**PHONE:**	**(502) 494-5328**
FED. EMPLOYER ID NO.:	**77-0059951**	**FAX:**	**N/A**
EMAIL:	**mruszczy@cisco.com**		

PRICE CONTRACT NO.:	**UK-2550-26F**	**TERMS:**	**Net30**
CONTRACT TERM FROM:	**2/20/2026**	**DELIVERY:**	**As Needed**
TO:	**11/6/2027**	**RFP/IFB NO.:**	**UK-2550-26**
RENEWAL OPTION THRU:	**11/7/2033**	**DEPARTMENT(S):**	**Various**
COMMODITY/SERVICES:	**Networking Products and Services**	**DATE:**	**2/20/2026**

The Contractor is hereby awarded this Price Contract to furnish the products or services listed as required by the University of Kentucky during the contract term indicated above. SHIPMENTS ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. The Price Contract incorporates the University of Kentucky's General Terms and Conditions, and all Special Conditions identified in the bid/proposal referenced above.

Pursuant to the Kentucky Model Procurement Code (Code), and the Government Contract Review Committee (GCRC) of the Kentucky General Assembly, a Personal Service Contract must be completed in conjunction with this Notice of Award of Price Contract. The contract shall be effective as soon as the Personal Service Agreement is reported to the GCRC.

DESCRIPTION

This document establishes a price contract between the University of Kentucky and Cisco Systems, Inc. to provide Networking Products and Services as described in the Request for Proposal UK-2550-26.

For Purposes of this Award, the contract documents shall consist of the following components:

A. Notice of Award of Price Contract
B. Cisco Systems, Inc.'s Financial Response to UK-2550-26 dated 10/2/2025
C. University of Kentucky Request for Proposal UK-2550-26 dated 8/20/2025
D. Cisco Systems, Inc.'s Negotiated Terms signed on 2/19/2026
E. Cisco Systems, Inc.'s Technical Response to UK-2550-26 dated 10/2/2025

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Category Specialist, 859-257-5409

Naomi Emmons
Naomi Emmons (Feb 25, 2026 07:46:19 EST)

Deputy Chief Procurement Officer

OFFICIAL SIGNATURE

Jenn Baenziger, Cisco Systems, Inc. Authorized Signatory
Jenn Baenziger, Cisco Systems, Inc. Authorized Signatory (Feb 24, 2026 15:50:17 PST)

Signature Date

Jenn Baenziger, Cisco Systems, Inc. Authorized Signatory February 24, 2026

Typed or Printed Name, Title

Cisco Systems, Inc.Response to University of Kentucky Request for Proposal UK-2550-26

Networking Products & Services
Financial Proposal Criteria 3 Requirements

October 2, 2025



University of Kentucky
Procurement Services

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	**UK-2550-26**	**RETURN ORIGINAL COPY OF PROPOSAL TO:**
Issue Date:	**8/20/2025**	**UNIVERSITY OF KENTUCKY**
Title:	**Networking Products & Services**	**PROCUREMENT SERVICES**
Purchasing Officer:	**Patricia Pflug**	**411 S LIMESTONE**
Phone:	**859-257-5409**	**ROOM 322 PETERSON SERVICE BLDG.**
Email:	**Prpf222@uky.edu**	**LEXINGTON, KY 40506-0005**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 9/18/2025 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP:
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office

DELIVERY TIME: 3pm	**NAME OF COMPANY:** Cisco Systems, Inc.	**DUNS #** 153804570
PROPOSAL FIRM THROUGH: May 2, 2026	**ADDRESS:** 170 TASMAN DRIVE	**Phone/Fax:** (502) 494-5328
PAYMENT TERMS: Standard	**CITY, STATE & ZIP CODE:** SAN JOSE, CA 95134	**E-MAIL:** brpeck@cisco.com
SHIPPING TERMS: F. O.B. DESTINATION PREPAID AND ALLOWED	**TYPED OR PRINTED NAME:** Steve Kite, Authorized Signatory	**WEB ADDRESS:** www.cisco.com
FEDERAL EMPLOYER ID NO.: 77-0059951	**SIGNATURE:**	**DATE:** 10/02/2025

APPROVED BY LEGAL

Disclaimer - Cisco Systems, Inc.

Thank you for the opportunity to submit this non-binding proposal for your consideration. Please note that this proposal may include proprietary, confidential, and/or trade secret information which, if included, will be clearly marked as such in the proposal. Any information that Cisco considers to be a trade secret will not be subject to disclosure under any public records act.

We may have referenced information about future technology such as products and features under development that are not generally available from Cisco today. Because this technology is in various stages of development, all information concerning this future technology, including whether we will continue development, its availability, pricing, and included features, is subject to change and will be offered on a when- and if-available basis.

This proposal is valid for a period of one hundered and eighty (180) days from the date of proposal submission.

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List of Attachments

UK-2550-26_Technical Proposal_Cisco.pdf

Attachment A. uk-2550-26attacha_Cisco.xls

Attachment 1. UK-2550-26_Signed Addendum 1_Cisco.pdf

Attachment 2. Cisco Exceptions and Proposed Changes Final.pdf

Attachment 3. cisco-professional-liability.pdf

Attachment 4. cisco-evidence-of-insurance-2025-2026.pdf

Criteria 3 - Financial Proposal

See UK-2550-26 Networking Supplies & Services Attachment A

The Financial Summary Form should contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information should be submitted in a sealed envelope under separate cover.

Cisco Response:

Cisco acknowledges.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

Cisco Response:

Cisco has offered the minimum, guaranteed percentage discount(s) off Cisco's then-current Global Pricelist for the elements listed in this Contract.

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

Cisco Response:

Cisco acknowledges. Please see response to Section 7.1 included with our Technical Proposal volume.

The University of Kentucky is aware of current pricing models in the market through Consortiums and other Universities. Pricing should be equal to or better than the current contracted rates, with existing contracts serving as the maximum allowable cost benchmark.

Cisco Response:

The pricing offered herein is in line with Cisco's contracts under similar terms and conditions, including the current UK contract pricing.

For hardware & software, pricing should reflect the negotiated percentage discounts at minimum with negotiation for higher discounts on a case-by-case basis. For services, the University may wish to have pricing structured on a consumption basis where resources are paid for only when they are utilized. Furthermore, this should be vendor agnostic with the market place determining the market set rate for the various resources. UK requests pricing in the following resource increments. The offeror can suggest alternate pricing methodologies.

Cisco Response:

Below we have provided baseline, minimum guaranteed discounts for products and services on the resulting contract. Cisco's Authorized Resellers may offer additional, incremental transactional discounts on a case-by-case basis.

a. Hardware & Software

Offerors are to submit firm discounts from OEMs current U.S. Price List for full line products, services and maintenance. Offerors shall submit, with your response to this RFP, the OEM Full Line Product U.S. Price List that the discount provided below is based on for product and services.

See below*	% Discount from **OEM Full Line Product U.S. Price List(s)** dated:
0	% Discount for OEM Full Line Services U.S. Price List(s) dates:
10**	% Discount for OEM Support and Maintenance Contracts
See below*	% Discount for lab & demo **Full Line Product U.S. Price List(s)** dated:
0	% Discount for lab & demo Full Line Services U.S. Price List(s) dates:
10**	% Discount for lab & demo Support and Maintenance Contracts

Cisco Response:

*These are baseline, minimum guaranteed product discounts for the resulting contract. Please see chart below for definitions of Cisco's categories:

Cisco Base Discount Category	*Product Family*	*Discount*
Compute	UCS Product Families	35%
Core	Any Product Family not listed in Compute, Market or Net. This is the largest product category and and includes our switches, routers, firewalls and many other products.	35%
Market	Cloud and Future Software offerings	10%
Net	Third party software and other products	0%

**These are baseline, minimum guaranteed services discounts for the resulting contract.

The University of Kentucky reserves the right to negotiate additional discounts or pricing options advantageous to UK for high volume purchases.

Cisco Response:

Cisco acknowledges and agrees.

All equipment covered under support and maintenance contracts will list the University of Kentucky as the owner.

Cisco Response:

Cisco acknowledges and agrees.

All equipment covered under a support and maintenance contract should be included in a single support contract number. The University of Kentucky must approve exceptions.

Cisco Response:

Cisco acknowledges and agrees. Where additional contract number may be created, the account team will work to align contracts.

b. Services (if applicable)

Custom*	Student per Seat(If applicable)
Custom*	Faculty/Staff per Seat
Custom*	Consultation per Hour
Custom*	Engineering per Hour
Custom*	Enterprise or University

Cisco Response:

*Cisco offers a wide breadth of services as described in our responses to the Section 7.2 requirements in the Technical volume. For these categories of requirements, Cisco offers scoped services with a custom SOW and custom pricing that the University may review and approve prior to commencing any work.

c. Network Pricing Models

As listed within section 7.1, 2 d. please provide your company's or third party pricing for Network Services enumerated.

Pricing Model–provide consortiums, state or other rates with additional discounts where applicable and include the following:

- Pricing Plans and Models (Standard/Optional)
- Bundled Pricing versus Itemized Pricing
- Unit type and unit of measure
- One-time costs versus Reoccurring costs Unit type and measure
- Applicable volume discounts base

Cisco Response:

The University has purchased Smart Net Total Care (Cisco's support service offerings) for many years. Smart Net Total Care comes in many different varieties designed to meet your needs where you need them – from next business day return-to-service type agreements for non-critical infrastructure to 4 hour on-site response levels for more critical assets. Smart Net Total Care agreements come with Technical Assistance Center (TAC) support, and TAC support provides through product design engineering support, if needed.

Our Smart Net Total Care offers are included in the pricing schedule above, presented as a discount from list price, and the services are described in more detail in our response to section 7 of the technical volume.

8.2 Optional Services (Section 7.2)

Offerors must provide a bid on the optional services detailed in Section 7.2. The University should, at its sole discretion, make the determination as to whether the optional service will be undertaken.

Please submit your bid on optional services by completing Section 7.2.

Cisco Response:

Cisco offers a wide breadth of services as described in our responses to the Section 7.2 requirements in the Technical volume. All Cisco services are offered in two simply-priced formats:

- As fixed-priced services with a list price and a contractual minimum discount from that list price (as provided in section 8.1 above), or
- As scoped services with a custom SOW and custom pricing that rthe University may review and approve prior to commencing any work.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Cisco Response:

Cisco has proposed pricing in section 8.1 above and will honor those minimum discounts through the life of the contract if awarded. The University may, from time to time, wish to consider Cisco financing options on specific buys and we hope that such options may be included as an in-scope part of the contract.

Additional Financial Commitment

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.

Cisco Response:

Cisco would also like to consider such strategic relationship options and we look forward to discussing post-award. Our training options for your technical staff, our Networking Academy for students, our advisory councils, our lab options – these are all on the table for discussion, for the benefit of the UK community. Please see our response to Section 7.1.3.c in the Technical Response Volume for additional detail on these options.

University of Kentucky®

Procurement Services

Request for Proposal
UK-2550-26
Proposal Due Date – 9/18/2025

Networking Products and Services

University of Kentucky
Procurement Services

REQUEST FOR PROPOSAL (RFP)

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Title:	**Networking Products & Services**	**PROCUREMENT SERVICES**
Purchasing Officer:	**Patricia Pflug**	**411 S LIMESTONE**
Phone:	**859-257-5409**	**ROOM 322 PETERSON SERVICE BLDG.**
Email:	**Prpf222@uky.edu**	**LEXINGTON, KY 40506-0005**

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4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
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SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office

DELIVERY TIME:	**NAME OF COMPANY:**	**DUNS #**
PROPOSAL FIRM THROUGH:	**ADDRESS:**	**Phone/Fax:**
PAYMENT TERMS:	**CITY, STATE & ZIP CODE:**	**E-MAIL:**
SHIPPING TERMS: F. O.B. DESTINATION PREPAID AND ALLOWED	**TYPED OR PRINTED NAME:**	**WEB ADDRESS:**
FEDERAL EMPLOYER ID NO.:	**SIGNATURE:**	**DATE:**

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or “proposal” mean the offeror’s/offerors’ response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Procurement Services, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky Information Technology Services (UKIT) team is issuing this Request for Proposal (RFP) to solicit proposals from qualified, experienced, financially sound and responsible firms for procurement and maintenance support for new and pre-owned network infrastructure and VoIP equipment (section 7.1.1). Equipment will include, but is not limited to, network switches, routers, concentrators, VoIP telephones and firewalls. Maintenance will include annual support contracts for devices both newly purchased and existing (section 7.1.2) as well as installation, configuration and technical services related to network equipment (section 7.1.3).

This RFP covers on-site and off-site training, conferences, symposiums, lectures, conventions, and related professional development activities. Offerings may include, but are not limited to, hardware and software training, site visits to equipment manufacturers, virtual learning, certification programs, workshops, leadership development, train-the-trainer sessions, and customized or role-based instruction.

Scope of services and additional information is available in Section 7.0. The University of Kentucky is interested in sections 7.1.1, 7.1.2 and 7.1.3 services. However, offeror can elect to respond to one, two or three sections without penalty.

Any award(s) resulting from this RFP can be used by University affiliated organizations Champion Blue, St. Claire Medical Center, Inc., d/b/a UK St. Claire Healthcare, a Kentucky nonprofit corporation and affiliated corporation of the University of Kentucky (UK St. Claire), and Ashland Hospital Corporation d/b/a UK King's Daughters Medical Center ("AHC"), for and on behalf of itself and its subsidiaries and affiliates King's Daughters Medical Specialties, Inc. ("KDMS"), Ashland Nursing Home Corporation d/b/a Kingsbrook Nursing Home ("KNH"), Kentucky Medical Logistics, Inc. ("KML"), Kentucky Heart Foundation, Inc. ("KHF"), and Kentucky Heart Institute, Inc. ("KHI"), and on behalf of its sister corporation Portsmouth Hospital Corporation d/b/a King's Daughters Medical Center Ohio ("KDOH"), all with a mailing address of Ashland Hospital Corporation d/b/a UK King's Daughters, 2201 Lexington Ave., Ashland KY 41101 (collectively sometimes referred to hereinafter as "UKKD").

2.2 Background Information

The University of Kentucky operates an extensive and diverse wired and wireless network infrastructure. Equipment manufacturers include Cisco Systems, Juniper Networks, Brocade Networks, Dell Networks, Arista Networks, Aruba Wireless Networks and InfoBlox. The University anticipates continual growth and expansion of the network. Additional equipment and advanced technical and hardware support is required to support this growth. Each equipment purchase will require a written cost quote. Installation, configuration and technical services will typically coincide with beginning and ending of selected projects. These may occur at various times during the year.

2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic

excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than $452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government ($256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than $772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned

the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

The University of Kentucky Board of Trustees on Friday April 26, 2024 approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK will expand clinical and academic programs as well as result in greater access to high-quality patient care for more Kentuckians. St. Claire can continue its 60-year tradition of serving Northeastern Kentucky for decades to come, operating under the name UK St. Claire. St. Claire HealthCare is one of the largest employers in the region, with over 1,200 staff members, including a growing medical staff of more than 125 physicians and nearly 70 advanced practice professionals representing more than 30 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multi-specialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store, and an outpatient center. Additionally, St. Claire HealthCare provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (https://www.uky.edu/sustainability/sustainability-strategic-plan).

2.4 Economic Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support Kentucky located vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement.
- Encourage participation of qualified Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	8/20/2025
Deadline for Written Questions	3 p.m. Lexington Time on 9/3/2025
RFP Proposals Due	3 p.m. Lexington Time on 9/18/2025

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Ms. Patricia Pflug
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9100
Fax: (859) 257-1951
E-mail: prpf222@uky.edu

All communication with the University regarding this RFP should only be directed to the purchasing officer listed above.

3.3 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: https://purchasing.uky.edu/bid-and-proposal-opportunities.

3.5 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors should not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions should be individually addressed.

3.6 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.

- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals should be enclosed in sealed envelopes to the above referenced address and should show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of an offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda should be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all should be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.20 Requirement to Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals should be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer should initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview should condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror should submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?

2. Indicate whether your organization is classified as local, regional, national, or international.

3. Describe the size of your company in terms of number of employees, gross sales, etc.

4. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.

Business Description	**Check All That Apply**
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity Not Indicated	

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 Criteria 1 - Offeror Qualifications

See UK-2550-26 Networking Supplies & Services Attachment A

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

a. Please provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, the ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm. If so, please describe.
b. If the Offeror has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance where the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
c. Offeror should submit full details of their terms for default including the other parties' name, address, and phone number and present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Offeror in the past five years, so indicate.
d. Offeror should provide information, if available, from industry analysis organizations related to their performance relative to capabilities to provide services/equipment in RFP.
e. Offeror should divulge any partnership agreements in place that prevent providing support services in competition with equipment manufacturers.

4.6 Criteria 2 – Services Defined

See UK-2550-26 Networking Supplies & Services Attachment A

A. Provide description of procurement processes for new and pre-owned equipment and services.

B. Describe follow up notification is handled for expiring maintenance ahead of time to ensure that there is no lapse in coverage.
C. Please provide a brief narrative describing the support and maintenance services your firm can provide to the University of Kentucky.
D. Provide information on SLAs for both support and equipment delivery. Include information on SLA achievement over the last year.
E. Provide information on any professional services offerings. This could include services such as network optimization or audit.
F. Verify that technical assistance is available 24x7x365. Provide locations of support centers.
    □. Provide information on qualifications of technical support staff.
    □. Provide an organizational chart for your Technical Support team.
G. Provide warranty information for pre-owned equipment purchases.
H. Provide acknowledgement and proof of the following minimum partnerships:

Vendor	Minimum Partner Level
□. Cisco	Gold Partner or above
□. Dell Technologies	Titanium or Platinum Partner
□. HPE (Aruba)	Silver Hybrid IT Partner or Aruba Silver
□. Juniper Networks	Select or Elite Partner
□. Arista Networks	Authorized or Elite Partner
□. Palo Alto Networks	Innovator or Certified Partner
□. Fortinet	Advanced Partner or above

4.7 Criteria 3 – Financial Proposal

See UK-2550-26 Networking Supplies & Services Attachment A

The Financial Summary Form should contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information should be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

See UK-2550-26 Networking Supplies & Services Attachment A

A. Indicate the experience the Offeror has in the area of providing new and pre-owned network, wireless and VoIP equipment.
B. Indicate if your firm is a member of UNEDA.
C. Indicate experience the Offeror has in technical support and maintenance of network, wireless and VoIP equipment.
D. Indicate experience the Offeror has in any professional services included in your response to this RFP.
E. Offeror should supply names, addresses and telephone numbers of three (3) business references, preferably higher education or public sector clients. These references should include clients where Offeror provided similar services, support and/or pre-owned equipment. The Offeror should grant the University of Kentucky permission to contact these references.

4.9 Criteria 5 – Other Additional Information

See UK-2550-26 Networking Supplies & Services Attachment A

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

Lastly, please answer the following questions:

- Describe any investments and capabilities regarding AI/ML
- What is the average tenure of your clients (# of years a client uses your solution)?

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals should contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective upon signature for two (2) years, and is renewable for up to three (3) additional two (2) year renewal periods. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract should be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such a waiver should in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence should not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, should be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure may be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10)

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

Please note that these are the minimum requirements and the University may require additional coverages or limits based on the responses.

COVERAGES	**LIMITS**
Workers' Compensation	Statutory Requirements (Kentucky)
Employer's Liability	$500,000/$500,000/$500,000
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	$1,000,000 each occurrence (BI & PD combined) $2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	$1,000,000 each occurrence (BI & PD combined)

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

Contractor may be requested to provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by Procurement Services. The above requested information will be used for audit purposes to monitor contract and rebate payment, if any, compliance.

6.22.1 – Business Classification Reports

Contractors are requested to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from Kentucky-located and/or diverse Tier 2 or subcontractors affiliated with company. If the successful contractor does not have any Kentucky-located and/or diverse Tier 2 reporting, no report is required.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers should also be completed with the Contractor's name, contract number, and reporting period.

Reports can be submitted via email to purchreports@l.uky.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

6.23 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror should declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror certifies that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html. Access/click the dropdown menu within the web page for the rates information.

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf.

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belong to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at https://brand.uky.edu/. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise
Graphic Standards, found at: https://ukhealthcare.uky.edu/staff/brand-strategy.
Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA , and for purposes of this agreement WCAG 2.1 Level AA compliance is
expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to
University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.
Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.
Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by Procurement Services.

6.29 Requirement for Contract Administration Fee

As a condition of award, successful Contractor(s) should provide a contract administration fee to the University for all goods and/or services provided under the resultant contract. The fee shall be on a quarterly basis and shall be equivalent to 2% of the aggregate net value of goods/services sold to the University, exclusive of freight charges.

The fee should be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fee applies to orders which have been successfully delivered/installed and paid in the previous quarter. Fees should be paid in the form of a check made payable to the University of Kentucky and should be delivered to Procurement Services, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005. Each fee payment should be accompanied by a statement indicating the referenced University price contract to which it applies and indicate the aggregate value of goods/services provided and paid during the quarter, the fee percentage applied, and the net amount of the quarterly payment. If any errors are found in the report or calculations as

determined by University, the successful Contractor should correct them immediately upon notification.

The successful Contractor(s) may extend the pricing, terms, and/or conditions of this contract to other universities, state agencies, and public and private institutions, with prior approval of the University of Kentucky. The successful Contractor(s) will pay the University of Kentucky a contract administration fee of two (2) % of goods/services provided and paid during the quarter. The fee should be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fees should be in the form of a check made payable to the University of Kentucky and should be delivered to Procurement Services, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005.

The successful Contractor should notify the Contracting Officer when the resultant contract is utilized by other universities, state agencies, and public and private institutions in Kentucky.

In the event that successful Contractor(s) does not provide the quarterly payment based on the terms and conditions herein, the contract is subject to cancellation or termination and/or the Contractor being determined as a non-responsible bidder/offeror on future IFBs and RFPs.

6.30 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form.

2. Payments by check. Payment terms for check payments are Net-30.

3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-15.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

The University of Kentucky is continuously evolving its infrastructure environment in response to the on-going transformation of the University's networking landscape. The enhanced environment should be forward-looking and promote reliability, scalability, and robustness while delivering a seamless and user-friendly experience that meets the needs of all stakeholders.

1. Procurement of new and pre-owned network, wireless, VoIP and firewall equipment
    - . Growth, refreshes and upgrades create the need to procure network, wireless, VoIP and firewall equipment.
        - . The University utilizes a variety of equipment types. Please indicate your ability to provide new and pre-owned equipment from the following vendors:
            - . Cisco Systems
            - . Dell Systems
            - . HPE
            - . Palo Alto
            - . Juniper Networks
            - . Arista Networks
    - . The University will issue a quote request for equipment. UKIT expects a response to the quote request within two (2) business days or forty-eight (48) clock hours.
        - . The University of Kentucky will not request or require annual maintenance and support on every device purchased. This will be on a device-by-device basis as determined by the University.
    - . Pre-owned equipment purchased should include a warranty. The duration of this warranty will be determined on per device basis.
    - . The University of Kentucky desires to utilize a just in time delivery model or equivalent inventory management model.
2. Technical support
    - . Offeror should provide software technical support for network, wireless, VoIP and firewall equipment 24x7x365. Note exceptions to this support in RFP response.
        - . Provide information on experience, location and knowledge of support staff in RFP.
        - . Provide organizational structure of support organization in RFP.
        - . Offeror should provide monthly report of support requests.
            - . This monthly report should include agreed upon metrics of the Offeror's performance (Mean resolution time, etc.)
    - . Offeror should provide hardware support options in RFP response. Examples of support options could include (list is not intended to be exhaustive or required offerings):
        - . 24x7x365
        - . 8x5xNext Business Day
        - . 8x5x2 hour replacement
        - . 8x5x4 hour replacement
        - . 24x7x365x2 hour replacement
        - . 24x7x365x4 hour replacement
    - . The University utilizes a variety of equipment types. Please indicate your ability to provide maintenance and support for the following vendors:

- Cisco Systems
- Dell Systems
- HPE
- Palo Alto
- Juniper Networks
- Arista Networks

- Please indicate support levels offered and escalation paths. Please, provide a narrative on how support is conducted normally, phone support, onsite support, etc.
  - Level 1
  - Level 2
  - Level 3
  - Level 4
  - Vendor Engineering Support (if available) and process for engagement
- Provide information on existing maintenance support contracts
  - Number of devices under a support contract.
  - Support contract mix per OEM by percentage
- Please indicate experience working in a Healthcare environment and experience around HIPAA compliant environments.
- Provide information on availability of offeror providing software upgrades for network equipment purchased or on a support contract.

3. Installation, Configuration and Technical Services
   - Provide advanced network and VoIP services such as:
     - Assistance with wired network installation, configuration and architecture design
     - Assistance with highly technical troubleshooting of network equipment hardware and software
   - The University utilizes a variety of equipment types. Please indicate your ability to provide installation, configuration and technical services for the following vendors:
     - Cisco Systems
     - Dell Systems
     - HPE
     - Palo Alto
     - Juniper Networks
     - Arista Networks

   - The university requests offerors to provide a detailed breakdown of all available training and professional development offerings. These may include, but are not limited to:
     - On-site and off-site training programs
     - Conferences, symposiums, lectures, and conventions
     - Hardware and software training
     - Site visits to equipment manufacturers or vendors
     - Virtual learning options (e.g., webinars, e-learning modules)
     - Certification and credentialing programs
     - Hands-on workshops and technical bootcamps
     - Train-the-trainer programs
     - Leadership and soft skills development
     - Customized or role-based instruction
     - Lunch and learns

7.2 Optional Services

If your firm offers additional services such as features related to network, wireless, VoIP or firewall equipment that you believe the University could find useful.

Please specifically list these additional services in a separate tab or heading within the RFP response

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

The University of Kentucky is aware of current pricing models in the market through Consortiums and other Universities. Pricing should be equal to or better than the current contracted rates, with existing contracts serving as the maximum allowable cost benchmark.
For hardware & software, pricing should reflect the negotiated percentage discounts at minimum with negotiation for higher discounts on a case-by-case basis. For services, the University may wish to have pricing structured on a consumption basis where resources are paid for only when they are utilized. Furthermore, this should be vendor agnostic with the market place determining the market set rate for the various resources. UK requests pricing in the following resource increments. The offeror can suggest alternate pricing methodologies.

a. Hardware & Software
Offerors are to submit firm discounts from OEMs current U.S. Price List for full line products, services and maintenance. Offerors shall submit, with your response to this RFP, the OEM Full Line Product U.S. Price List that the discount provided below is based on for product and services.

_____ % Discount from **OEM Full Line Product U.S. Price List(s)** dated:
_____ % Discount for OEM Full Line Services U.S. Price List(s) dates:
_____ % Discount for OEM Support and Maintenance Contracts
_____ % Discount for lab & demo **Full Line Product U.S. Price List(s)** dated:
_____ % Discount for lab & demo Full Line Services U.S. Price List(s) dates:
_____ % Discount for lab & demo Support and Maintenance Contracts

The University of Kentucky reserves the right to negotiate additional discounts or pricing options advantageous to UK for high volume purchases.

All equipment covered under support and maintenance contracts will list the University of Kentucky as the owner.

All equipment covered under a support and maintenance contract should be included in a single support contract number. The University of Kentucky must approve exceptions.

b. Services (if applicable)

- $ _____ Student per Seat(If applicable)
- $ _____ Faculty/Staff per Seat
- $ _____ Consultation per Hour
- $ _____ Engineering per Hour
- $ _____ Enterprise or University

c. Network Pricing Models

As listed within section 7.1, 2 d. please provide your company's or third party pricing for Network Services enumerated.
Pricing Model–provide consortiums, state or other rates with additional discounts where applicable and include the following:

- Pricing Plans and Models (Standard/Optional)
- Bundled Pricing versus Itemized Pricing
- Unit type and unit of measure
- One-time costs versus Reoccurring costs Unit type and measure
- Applicable volume discounts base

8.2 Optional Services (Section 7.2)

Offerors must provide a bid on the optional services detailed in Section 7.2. The University should, at its sole discretion, make the determination as to whether the optional service will be undertaken.

Please submit your bid on optional services by completing Section 7.2.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.

Attachment 2 Cisco Exceptions and Proposed Changes

Upon award, Cisco welcomes the opportunity to negotiate contract terms that are favorable for both parties. Cisco respectfully requests the following changes to the **RFP Special Conditions** as noted below:

RFP Section 6.9. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act. Cisco respectfully requests certain changes as reflected below in Section 40 of the General Terms and Conditions.

RFP Section 6.10 Termination for Convenience. Cisco respectfully requests certain changes as reflected below in Section 7 of the General Terms and Conditions.

RFP Section 6.11 Termination for Non-Performance. Cisco respectfully requests certain changes as reflected below in Section 8 of the General Terms and Conditions.

RFP Section 6.12. Funding Out. Cisco respectfully requests the following exception to this RFP requirement as follows:

If required by applicable Commonwealth of Kentucky statute or regulation, the University may terminate this contract, if it does not obtain funds from the Commonwealth legislature, or other funding source to pay for the goods and services addressed within the resulting Contract between the University and Contractor without incurring any obligation for payment after the date of termination, regardless of the terms of the contract; however, the Contractor will be entitled to payment, determined on a pro rata basis, for goods or services performed for the period prior to the effective date of termination, to the extent that dedicated funds are available. The University will not incur any penalty if the Contract is terminated due to the decision of the State legislature or other funding source not to appropriate funds. No refunds of prepaid fees shall be made to the University in connection with a termination of the Contract pursuant to this section. Nothing herein shall be construed to impose a financial obligation upon the State without an appropriation, in violation of State law.

The University shall provide the Contractor thirty (30) calendar days' written notice of termination under this provision. Such notice of termination shall include documentation evidencing the non-appropriation event, and such termination must be a total cancellation of goods and services, not a partial cancellation or reduction thereof. The University agrees that for one hundred and twenty (120) days following such termination, there will be no replacement purchase, lease, or rental of equipment or services to be used to perform the same or similar function(s) as those performed by the goods or services being terminated pursuant to this section. Contractor agrees that during this one-hundred and twenty (120) day period, it will continue to provide existing equipment, goods, and services to the University and will cooperate with any transition thereafter.

RFP Section 6.14 Assignment and Subcontracting. Cisco respectfully requests certain changes as reflected below in Section 15 of the General Terms and Conditions.

RFP Section 6.15 Permits, Licenses, Taxes. Cisco respectfully requests certain changes as reflected below in Section 19 of the General Terms and Conditions.

RFP Section 6.16 Attorneys' Fees. Cisco respectfully requests certain changes as reflected below in Section 9 of the General Terms and Conditions.

RFP Section 6.17 Royalties, Patents, Copyright and Trademarks. Cisco respectfully requests certain changes as reflected below in Section 21 of the General Terms and Conditions.

RFP Section 6.18 Indemnification. Cisco respectfully requests certain changes as reflected below in Section 5 of the General Terms and Conditions.

RFP Section 6.19 Insurance. Cisco respectfully requests certain changes as reflected below in Section 6 of the General Terms and Conditions.

RFP Section 6.22 Reports and Auditing. Cisco respectfully requests that the Quarterly Report due dates of October 20, January 20, April 20, and July 20 reflected in the chart under Section 6.22.1 be modified to October 30, January 30, April 30, and July 30 to conform with Cisco's standard business reporting practice and to allow time to obtain reporting information from Contractor resellers.

RFP Section 6.25 Personal Service Contract Policies. Cisco respectfully clarifies that fulfillment partners that act as services subcontractors will determine their own hourly rates, as applicable. Cisco can work with the University to establish not to exceed rates for fulfillment partner services.

RFP Section 6.26 Copyright Ownership and Title to Designs and Copy. Cisco respectfully requests certain changes as reflected below in Section 22 of the General Terms and Conditions.

RFP Section 6.27 University Brand Standards. Cisco respectfully requests certain changes as reflected below in Section 20 of the General Terms and Conditions.

RFP Section 6.29 Requirement for Contract Administration Fee. Cisco respectfully requests a reduction of the Contract Administration Fee from 2% to .75%. Cisco holds a NASPO Value Point (NVP) contract with the Commonwealth of Kentucky and this contract vehicle is available for Higher Education customers. The cumulative Administrative Fee for the NVP contract is .75%; matching this can help ensure Reseller participation under the University agreement. Cisco is open to discussing this matter further.

Cisco respectfully respects the following changes to the **General Terms and Conditions** as noted below:

Section 1. Definitions.

"Authorized Employees" means Contractor's employees or, in the case of HIPAA protected information, Workforce members (as defined by 45 C.F.R. 160.103) who have a need to know or otherwise access University Data to enable Contractor to perform its obligations under this Agreement.

"University Data" means (i) content and digital assets that you provide to Cisco when using a Cisco Offer, (ii) content and digital assets unique to you generated from your use of a Cisco Offer, or (iii) data provided by you or on your behalf for ingestion into a data analytics platform in a Cisco Offer. . University Data includes, but is not limited to, PII, trade secrets, sales and marketing plans, financial data, supplier information, and intellectual property.

"Cisco Offer" means Cisco-branded (a) hardware, (b) use rights in software or cloud services, (c) services, and (d) incidental technology and resources.

Cisco Rationale: *To conform with Cisco's standard Data Privacy and Security terms.*

The University's Response: *The University does not object to the revised Definitions section.*

Section 5. Indemnification

The Contractor shall indemnify, hold harmless the University, its affiliates and subsidiaries and their officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including reasonable attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of Contractor or its subcontractors, or the officers, directors, employees, successors and assigns of any of them. The University, as a state agency and independent body politic of the Commonwealth of Kentucky, cannot indemnify third parties to any extent. Therefore, it shall be responsible for its own actions and omissions under this Contract. Further, it shall be responsible for its own costs in carrying out the terms of this Contract. The foregoing indemnification obligations are conditioned upon the University promptly notifying Contractor in writing of the claim, suit or proceeding for which Contractor is obligated under this Section, cooperating with, assisting and providing information to Contractor as reasonably required, and granting Cisco the exclusive right to defend or settle such claim, suit or proceeding. This clause shall survive the termination of any contract for as long as necessary to protect the University.

Cisco Rationale: *The proposed changes to Section 5 have been made to conform with Cisco's standard terms with respect to general indemnification by placing reasonable limits on Cisco's obligation and claim notification requirements which conforms with the provision in the current contract with the University.*

University's Response*: Sections 50, 171, and 177 of the Kentucky Constitution and applicable law do not allow state agencies to indemnify third parties. Therefore, please strike this section and replace it with, "The University, as a state agency and independent body politic of the Commonwealth of Kentucky, cannot indemnify third parties to any extent. Therefore, it shall be responsible for its own actions and omissions under this Contract. Further, it shall be responsible for its own costs in carrying out the terms of this Contract."*

Cisco Response*:* Cisco accepts the University's modifications to Cisco's proposed modification to this provision.

Section 6. Insurance

The successful Contractor shall procure and maintain, at its expense, the following insurance coverages. These insurance policies must be with insurers that have an A.M. Best's Rating of at least A-VIII . Insurance requirements may be modified in the Special Conditions of any solicitation document, but only if consented in writing by Contractor. In such cases, the insurance requirements of the Special Conditions shall prevail.

The successful Contractor shall procure and maintain, at its expense, the following insurance coverages. These insurance policies must be with insurers that have an A.M. Best's Rating of at least A-VIII . Insurance requirements may be modified in the Special Conditions of any solicitation document, but only if consented in writing by Contractor. In such cases, the insurance requirements of the Special Conditions shall prevail.

COVERAGES	***LIMITS***
Workers' Compensation	**Statutory Requirements (Kentucky)**
Employer's Liability	**$500,000/$500,000/$500,000**
Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.	**$1,000,000 each occurrence (BI & PD combined) $2,000,000 Products and Completed Operations Aggregate**
Business Automobile Liability, covering owned, leased, or non-owned autos	**$1,000,000 each occurrence (BI & PD combined)**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees, for liabilities that fall within Contractor's indemnity obligations under this Agreement.

Cisco Rationale: *The proposed redlines have been made to conform with Cisco's insurance policies.*

The University's Response: *The University does not object to the revised Insurance section.*

Section 7. Termination for Convenience.

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Contractor may terminate the Contract at any time in whole or in part, by providing (90) days' written notice to the University. Upon receipt of a "notice of termination," by a party, the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate). Notwithstanding the forgoing, if University has accepted delivery of the ordered products or services purchased under this Contract or Purchase Order, if any, the University is obligated to pay for the product or services in accordance with the payment and return provisions of the Contract or Purchase Order. To be clear, for purchases of multi-year license term under a Contractor Buying program, the termination for convenience would become effective at the end of the multi-year commitment reflected in the contract or purchase order. Any termination under this Section 7 is subject to and in accordance with Contractor's then-current warranty and

return policies and no prepaid fees shall be returned.

Cisco Rationale: *The proposed redlines have been made to create mutuality with respect to the ability to terminate the contract consistent with Cisco's current contract with the University. Additional redlines have been made to clarify that for purchases made under the contract or Purchase Order, including multi-year purchasing programs, the termination for convenience shall be effective at the end of the multi-year commitment and terminations for convenience remain subject to Cisco's warranty and return policies.*

The University's Response: *The University does not object to the revised Termination for Convenience section.*

Section 8. Termination for Non-performance:

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in anyproceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days' notice, by

registered or certified mail, of its intent to cancel this contract.

Cisco Rationale: *Redlines have been made to conform with Cisco standard business practice and the current contract with the University.*

The University's Response: *The University does not object to the revised Termination for Non-Performance section.*

Section 9. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the Contract, each party shall be responsible for its own costs in carrying out the terms of this Contract.

Cisco Rationale: *Redlines have been made to conform with Cisco standard business practice and the current contract with the University.*

The University's Response: *Sections 50, 171, and 177 of the Kentucky Constitution and applicable law do not allow state agencies to indemnify third parties.*

Cisco Response*: This provision is regarding attorney's fees, not indemnification. Cisco agrees to the University's revisions as modified above.*

Section 10. Breach of University Data:

Contractor acknowledges and agrees that, in the course of its engagement by University, Contractor may receive or have access to University Data. Contractor shall comply with the terms and conditions set forth in this Agreement and the Business Associate Agreement between University and Contractor in its collection, receipt, transmission, access, storage, disposal, use and disclosure of such University Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of University Data under its control or in its possession by all Authorized Persons. Contractor shall be responsible for, and remain liable to, University for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of University Data as if they were Contractor's own actions and omissions. Nothing in this provision shall restrict Contractor's right to use or disclose University Data which is known to the public without breach of this provision by Contractor or is rightfully obtained without restriction from other sources.

In recognition of the foregoing, Contractor agrees and covenants that it shall:

- keep and maintain all University Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized acquisition, access, use or disclosure;
- use and disclose University Data solely and exclusively for the purposes for which the University Data, or access to it, is provided pursuant to the terms and conditions of this Agreement the Data Privacy and Security section of Contractor's Additional Terms, and Contractor's General Disclosures and Offer Disclosures available on the Contractor's Trust Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981), and not use, sell, rent, transfer, distribute, or otherwise disclose or make available University

Data for Contractor's own purposes or for the benefit of anyone other than University, in each case, without University's prior written consent;

- not, directly or indirectly, disclose University Data to any person other than its Authorized Employees, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from University unless and to the extent required by applicable law, in which case, Contractor shall (i) notify University before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to University for the actions and omissions of such Unauthorized Third Party concerning the treatment of such University Data as if they were Contractor's own actions and omissions; and

  (iii) require the Unauthorized Third Party that has access to University Data to execute a written agreement agreeing to comply with terms and conditions at least as restrictive as those of the Contract, including, without limitation, executing a business associate agreement where applicable;

- abide by all applicable federal and state laws, rules, and regulations regarding privacy and confidentiality, including PII and otherwise; and

- limit the acquisition, access, use and disclosure of University Data to Authorized Persons only in the amount minimally necessary for Contractor to perform its obligations under this Agreement.

Cisco Rationale: *Proposed redlines have been made to allow Cisco to use and disclose publicly available information and incorporate Cisco's General Disclosures and Offer Descriptions and Additional Terms regarding Data use, privacy, and security.*

The University's Response: *The University does not object to the revised Breach of University Data section.*

Section 11. Regulatory Requirements and General IT Controls:

Contractor shall implement administrative, physical and technical safeguards, as provided in Contractor's Information Security Exhibit, found in the Contractor's Trust Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981). to protect data that are no less rigorous than accepted industry practices including the International Organization for Standardization's standards: ISO/IEC 27001:2013 (Information Security Management Systems – Requirements) and ISO-IEC 27002:2013 (Code of Practice for International Security Management) and shall ensure that all such safeguards, including the manner in which data is created, received, maintained, transmitted, collected, accessed, used, stored, processed, disposed ofand disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Notwithstanding the foregoing, University is solely responsible for using the security features and functionalities that Contractor makes available to the University and for ensuring its use of Contractor's Offers complies with the University's security requirements and applicable laws, including Data Protection Laws.

Cisco Rationale*: Redlines have been made to incorporate Cisco's Information Security Exhibit and to comply with Cisco's standard business practices with respect to customer responsibility for security feature use and compliance with its requirements and applicable law.*

The University's Response: *The University does not object to the revised Regulatory Requirements and General IT Controls section.*

Section 12. Auditing of University Data:

Contractormaintains adequate internal auditfunctions to assess internalcontrols in its environment, and to protect the security and confidentiality ofany of University's data in accordance with Contractor's Information Security Exhibit, found in the Contractor's Trust Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981). Contractor agrees to provide documentation regarding its internal controls to University upon request in accordance with Contractor's Information Security Exhibit.

Cisco Rationale*: Redlines have been made to incorporate Cisco's Information Security Exhibit and to comply with Cisco's standard business practices with respect to audits.*

The University's Response: *The University does not object to the revised Auditing of University Data section.*

Section 13. Contractor Personnel:

Upon University request, Contractor shall be responsible, at its sole cost and expense, for conducting full background checks on any and all employees, consultants, independent contractor, or work force members (as defined by 45 C.F.R. 160.103) that Contractor intends to utilize in providing services to University. Such background checks shall cover a period of not less than five years prior to the date the background check is initiated and shall include but is not limited to the following: comprehensive review of criminal history, University will provide more detailed information about these requirements at the time of request, if applicable, and agrees that these requests will be reasonable considering the products and services being provided under the Contract, not unduly burdensome, and will comply with law applicable to University and Contractor. At the University's sole and absolute discretion, the results of the background check are unsatisfactory to University, University can refuse to accept any such proposed Consultant or personnel, and Contractor shall provide University with another Consultant, or personnel that passes the background screening and drug testing procedures to University's satisfaction at no additional cost to University.

Cisco Rationale: *The redlines provided reflect that drug test and credit reviews are not a part of Cisco's standard background screening process for its employees and require that such requirements comply with law and are reasonable given the products and services being provided under the Contract. Cisco has policy and agreements in place with its employees and contractors requiring confidentiality and does not enter customer specific agreements. Cisco is willing to work with the University to agree to background checking for its personnel that are reasonable considering the products and services being provided under the contract and any statutory requirements applicable to the University and Cisco.*

The University's Response: *The University does not object to the revised Contractor Personnel section.*

Section 14. Reserved.

Cisco Rationale: *Cisco respectfully takes exception to this provision in whole as such cost to cover provisions are outside of Cisco's standard terms.*

The University's Response: *The University does not object to the revised Compensable Damages for Breach section.*

15. Assignment and Subcontracting:

Neither party may assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment or subcontracting shall be void, except Contractor may assign rights to money due to a financing entity or bank. Notwithstanding the foregoing, Contractor may, with prior written consent from the University, which consent will not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under the Contract at the price discounts established in the Contract and bill Purchasers directly for such products and services.

Cisco Rationale: *Redlines to reasonably require mutuality with respect to assignment of the contract and to support utilization of the Fulfillment Partners model consistent with its current contract with the University.*

The University's Response: *The University does not object to the revised Assignment and Subcontracting section.*

16. Contractor's Responsibility in Performing Work:

The Contractor is solely responsible for the fulfillment of the contract with the University.

Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the University. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

Contractor shall be responsible for all Contractor employee misconduct while on the University's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the University and shall be permanently dismissed from the University site if found to be so.

Further, offensive language, sexual or other types of harassment of students, employees or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the University site.

Contractor shall comply with the University's tobacco-free policy. This policy prohibits the use of tobacco in or around its facilities including UK HealthCare. Additional information on this policy is available at: http://www.uky.edu/TobaccoFree/.

Contractor shall ensure that employees abide by any applicable University policies and regulations concerning behavior/conduct provided to Contractor in writing in advance of such employee's access to University premises.

Cisco Rationale: *Exception made to clarify dismissal and reasonably require provision of policies in advance.*

The University's Response: *The University does not object to the revised Contractor's Responsibility in Performing Work section.*

Section 19. Permits, Licenses and Taxes:

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value-added and withholding taxes, which are levied or based on such charges, or upon this Agreement. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this contract or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.

Contractor will be required to accept liability for payment of all of its payroll taxes or deductions required by local and federal law for its employees including (but not limited to) old age pension, social security, or annuities.

Cisco Rationale: *The exception requested is to provide clarity with respect to prices and taxes consistent with its current contract with the university.*

The University's Response: *The University does not object to the revised Permits, Licenses and Taxes section.*

Section 20. University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at https://brand.uky.edu/. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ukhealthcare.uky.edu/staff/brand-strategy.

Contractor strives to supply end-user products that help the University to meet their accessibility requirements. Contractor uses the Web Content Accessibility Guidelines, including WCAG 2.1 Level A & AA, as a guide, and Contractor is committed to complying with all applicable accessibility laws, including Section 508 of the Rehabilitation Act of 1973. Information about accessibility for Contractor's product and business offerings is available in Contractor's Voluntary Product Accessibility Template (VPAT) documents. For any questions or issues related to accessibility, Contractor's Office of Accessibility can be reached by email at accessibility@cisco.com or by online webform at Contact Cisco Accessibility https://cloud.path.cisco.com/contact_accessibility.

If any customized web services are provided, Contractor shall review the University's Web Policy and all products or services will comply with its published standards provided that such Web Policy compliance is noted in the applicable Purchase Order and provided to the Contractor.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

Cisco Rationale: *Cisco's proposed modifications to the accessibility requirements have been made to reflect Cisco's accessibility program standards and legal compliance. Cisco appreciates the importance of the University's brand standards; however, cancellation of the contractor for a violation of such standards is an unreasonable remedy. Additional redlines have been made to ensure that the Contractor is given reasonable access and notice with any purchase order in the event that customized web services are provided under the contract.*

The University's Response: *The University does not object to the revised University Brand Standards section.*

Section 21. Royalties, Patents, Copyrights and Trademarks:

21.1 Claims. Contractor will defend any third-party claim against the University that the University's valid use of a Contractor Offer infringes a third party's patent, copyright, or registered trademark (the "IP Claim"). Contractor will indemnify the University against the final judgement entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the University:

(a) Promptly notify Contractor in writing of the IP Claim (but failure to promptly notify Contractor only limits Contractor's obligations to the extent it is prejudiced by the delay);

(b) Fully cooperate with Contractor in the defense of the IP Claim; and

(c) Grant Contractor the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Contractor does not have to reimburse University for attorney fees and costs incurred before Contractor receives notification of the IP Claim. University may retain its own legal representation at its own expense.

21.2 Additional Remedies. If an IP Claim prevents or is likely to prevent University from accessing or using the applicable Contractor Offer, Contractor will either get the right for University to continue using the Contractor Offer or replace or modify the applicable Contractor Offer with non-infringing

functionality that is at least equivalent. If Contractor determines those options are not reasonably available, then Contractor will provide a prorated refund for the impacted Contractor Offer.

21.3 Exclusions. Contractor has no duty regarding any IP Claim to the extent based on: any designs, specifications, or requirements provided by University, or on University's behalf;

(a) modification of a Contractor Offer by University, or on University's behalf;

(b) the amount or duration of use made of a Contractor Offer, revenue University earned, or services the University offered;

(c) combination, operation, or use of the Contractor Offer with non-Contractor products, software, content, or business processes; or

(d) University's failure to change or replace the Contractor Offer as required by Contractor.

21.4 To the extent allowed by law, this section 21 states University's only remedy regarding an IP Claim against University.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

Cisco Rationale: *The proposed redlines adds and updates the third party Intellectual Property indemnity obligation of Cisco consistent with its current contract with the University.*

The University's Response: *The University does not object to the revised Royalties, Patents, Copyrights and Trademarks section.*

Section 22. Reserved.

Cisco Rationale: *This section is not applicable. Cisco sells commercial off the shelf and pre-existing software/services. Cisco does not perform works for hire.*

The University's Response: *The University does not object to deleting the Copyright Ownership and Title to Designs and Copy section.*

Section 23. Proprietary Information, Data Duplication, and Disclosure:

Contractor agrees that any information disclosed from the University to the Contractor for the purpose of any contract shall be used only in the performance of the contract in accordance with Contractor's General Disclosures, to include Offer Descriptions, found on the Trust Portal: (https://trustportal.cisco.com/c/r/ctp/home.html).

A recipient of Confidential Information, as defined in this section 23, will protect that Confidential Information using at least as protective standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care.

Recipient of Confidential Information will keep information confidential, will not disclose it to any third party except as authorized by the Owner, and will only disclose it to those within its organization or subcontractors who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the

University or make such other disposition thereof as may be directed or approved by the University.

The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.

Confidential Information is non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which:

(a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or

(b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.

Upon completion or termination of this contract, the recipient of Confidential Information shall return, delete or destroy all Confidential Information and confirm in writing it has done so within thirty (30) days of the disclosure's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this Section 23 for five (5) years, or until Confidential Information is no longer a trade secret under applicable law.

The parties agree that it will not, without prior written approval of the other party, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the other party's name in connection with sales promotion or publicity withoutprior written approval of the other party.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor or is rightfully obtained without restriction from other sources.

Cisco Rationale: *The exception, consistent with Cisco's current contract with the University, creates a mutual obligation for the protection of Confidential Information and clarifies the manner in which information will be used by Cisco.*

The University's Response: *The University does not object to the revised Proprietary Information, Data Duplication, and Disclosure section.*

Section 24. Contractor's Responsibility for Records, Audits and Reports:

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation necessary to properly account for payments made for goods and services furnished under the contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. Such access will be a) with at least ten (10) business days advance written notice, b) during normal business hours, c) shall not unduly interrupt or interfere with Contractor's normal business operations, and d) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor. Should such audit disclose incorrect billings or improprieties, the University reserves

the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to the UK Procurement Services on a quarterly basis. Procurement Services reserves the right to request other pertinent reports.

Cisco Rationale: *Redline has been made to conform with Cisco standard business practice and the current contract with the University.*

The University's Response: *The University does not object to the revised Contractor's Responsibility for Records, Audits and Reports section.*

Section 25. Non-discrimination and Equal Opportunity:

Contractor shall comply with the University's nondiscrimination policy and shall not in its operations or employment practices discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or smoker or nonsmoker status, as long as the person complies with the University's policy concerning smoking.

Contractor is subject to and shall comply with all applicable Federal, state, and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, the Kentucky Equal Employment Act of 1978 (KRS 45.550 et. seq. of the Kentucky Revised Statutes) and the Federal requirements set forth in Titles VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title II of the Genetic Information Nondiscrimination Act of 2008, as amended; and all regulations and administrative rules established pursuant to the foregoing laws.

Cisco Rationale: *Executive Order 11246 has been rescinded.*

The University's Response: *The University does not object to the revised Non-discrimination and Equal Opportunity section.*

Section 26. Contractorand Subcontractor Responsibility with Federally Funded Contracts:

Contractor shall be a "contractor," as described in 2 CFR § 200.331, to provide Contractor's commercial products and commercial services to the University. When required for a purchase under the contract, the parties will negotiate the inclusion at the order level of any federal grant provisions set forth in Appendix II to 2 CFR Part 200 (the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" that may be viewed at this link) that are applicable to Contractor's provision of the offerings set forth in such order.

Contractors and subcontractors, receiving payments from the University via federally awarded contracts, shall comply with all applicable laws and regulations related to equal opportunity and non- discrimination.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a). Among other things, this regulation prohibits discrimination against qualified individuals because of race, color, religion, sex, sexual orientation, gender identity or national origin (see specifics below).

Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals based on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibitsdiscrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this, or a substantially similar, nondiscrimination clause.

(b) If applicable and required by law, Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) If applicable and required by law, Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaintor charge, in furtherance of an investigation, proceeding, hearing, or action, includingan investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish information.

(d) If applicable and required by law, Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under Section 202 of ExecutiveOrder No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions

for noncompliance.

(e) If applicable and required by law, Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) If applicable and required by law, Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) If applicable and required by law, in the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government Contracts or Federally-assisted construction Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Cisco Rationale: *Cisco is submitting this bid as a contractor (as described in 2 CFR § 200.331) to provide Cisco's commercial products and commercial services to the University. Given that the not all of the requirements of Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" Cisco had redlined this provision to allow for these terms to be negotiated at the order level. Cisco welcomes the opportunity to work with the University to arrive at such applicable provisions that meet the needs of both parties.*

The University's Response: *The University does not object to the revised Contractor and Subcontractor Responsibility with Federally Funded Contracts section.*

Section 30. General Warranties:

Contractor warrants that all goods shall conform to the standard manufacturer warranty found at https://www.cisco.com/c/en/us/products/warranty-listing.html and the Performance Standards section of the Contractor's Additional Terms. . Contractor further warrants that all services and shall be performed in a professional and workmanlike manner. These warrantees shall remain in effect for the duration of Contractor's standard warranty period. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

Cisco Rationale: *Cisco has redlined this provision to incorporate its standard warranties consistent with what is provided under Cisco's current agreement with the University.*

The University's Response: *The University does not object to the revised General Warranties section.*

Section 31. Price Warranty:

If general market prices decrease for Products and Services available for sale under the contract, Contractor will use commercially reasonable efforts to decrease the costs in accordance with the price list update process agreed between the parties.

Cisco Rationale: *While Cisco understands the University's desire to receive favorable pricing, Cisco believes that its utilization of the competitive bidding process will ensure that it is receiving competitive pricing. Redlines have been made to reflect Cisco's commitment with respect to pricing consistent with its current contract with the University.*

The University's Response: *The University does not object to the revised the Price Warranty section.*

Section 32. Final Inspection and Acceptance:

Products are deemed accepted upon receipt by the customer. All sales are final.

Cisco Rationale: *The redlines to this section were made to conform with Cisco standard business practice and are consistent with Cisco's current contract with the University. The standard warranty provides the University with the opportunity to identify nonconforming or defective items thereby eliminating the need for an acceptance period.*

The University's Response: *The University does not object to the revised Final Inspection and Acceptance section.*

Section 33. Delivery, Transportation and Packaging:

The Contractor covenants that, if awarded a contract, the Contractor shall:

Adequately pack all commodities and equipment according to accepted commercial practice.

Make deliveries as stated in the contract; Contractor will make commercially reasonable efforts to have deliveries made by the end of the University's fiscal year in which the contract is awarded unless otherwise specified in a specific contract. However, the parties agree that lead times may vary. Upon request by University, Contractor will notify University whether a particular purchase order will be delivered before the end of the University's fiscal year.

Make deliveries during normal working day hours to the point or points specified in the contract documents or purchase order unless otherwise noted.

Cisco Rationale: *The redlines to this section were made to conform with Cisco standard business practice and are consistent with Cisco's current contract with the University.*

The University's Response: *The University does not object to the revised Delivery, Transportation and Packaging section.*

Section 34. Price Redetermination:

This Contract shall be based on the minimum guaranteed percentage discount(s) off Cisco's then current Global Pricelist for the elements listed in this Contract. Notwithstanding the foregoing, list/MSRP price adjustments will be considered and any proposed price increase must be proven to be general throughout the industry. Requests for price increases must be accompanied by sufficient documentation to justify the request including, for example, certified letters from a manufacturer.

The University Contracting Officer must agree to and approve any proposed price adjustment before its effective date. The adjusted price(s) become effective starting with the term beginning after the approval and shall be firm and fixed for the next contract term.

Cisco Rationale: *The redlines have been made to accurately reflect that the contract shall be on the basis of minimum guaranteed percentage discounts rather than firm fixed prices.*

The University's Response: *The University does not object to the revised Price Redetermination section.*

Section 35. Procurement Card:

The University utilizes a procurement card program as a method of payment. Payments may be made via the University's procurement card to Fulfillment Partners under this contract. No additional charges may be added for acceptance of the procurement card.

Cisco Rationale: *The proposed exception has been made for consistency with Cisco's standard business practices and is consistent with Cisco's current contract with the University.*

The University's Response: *The University does not object to the revised Procurement Card section.*

Section 36. Freight:

The University's freight terms are F.O.B. destination, freight prepaid and allowed. Separate freight invoices will not be accepted. Collect shipments will be returned at Contractor's expense unless otherwise instructed by the University.

Cisco Rationale: *The proposed exception has been made for consistency with Cisco's standard business practices.*

The University's Response: *The University does not object to the revised Freight section.*

Section 37. Damaged or Inferior Material:

Any damages to Products will be addressed with the Return Materials Authorization (RMA) process located at https://www.cisco.com/c/en/us/buy/product-returns-replacements-rma.html and warranty provisions located at https://www.cisco.com/c/en/us/products/warranty-listing.html.

Cisco Rationale: *The requested redline is made to conform to Cisco's standard business practice and conforms with Cisco's current contract with the University.*

The University's Response: *The University does not object to the revised Damaged or Inferior Material section.*

Section 38. University of Kentucky HealthCare Enterprise:

The University of Kentucky includes a clinical enterprise, UK HealthCare, which consists of the Colleges of Medicine, Dentistry, Pharmacy, Nursing, Health Sciences and Public Health, the University Hospital Ambulatory Surgery Center, a multi-site physician group practice known as the Kentucky Clinic, and such other facilities as may be added from time to time which provide education, research, and an array of clinical programs. When providing goods or services to the UK HealthCare enterprise, the Contractor understands and agrees to abide by any and all applicable regulatory requirements unique to a clinical enterprise including, but not limited to, the following:

The Contractor agrees to adhere to the UK HealthCare compliance standards provided to Contractor in writing, to the extent applicable to Contractor's role as a supplier of Products and Services. The Contractor recognizes that it is under an affirmative obligation to when required by applicable law or policy to report to UK HealthCare's Corporate Compliance Officer any actions by an agent or employee of UK HealthCare which Contractor believes, in good faith, violates any ethical, professional or legal standard.

Contractor will be required to comply with the Health Insurance Portability Accountability Act of 1996 (HIPAA) when applicable to the products and services being provided by the Contractor. As a precondition of entering into a contract with the University, the Contractor will be required, as applicable, to complete a Business Associate Agreement for the purpose of complying with the Administrative Simplification provisions of HIPAA and regulations issued pursuant thereto. A Business Associate Agreement shall be incorporated herein by reference where applicable

Contractor shall comply with any and all applicable accreditation standards promulgated by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), or such other accrediting organization as UK HealthCare is applicable, as the same now exist or are subsequently promulgated and said standards are hereby incorporated by reference.

Cisco Rationale: *The proposed redlines are to conform with Cisco's standard business practices and to reasonably limit the language of this provision to those that that apply to Cisco and the products and services being provided.*

The University's Response: *The University does not object to the revised University of Kentucky HealthCare Enterprise section.*

Section 39. Payment Card Industry – Data Security Standard Requirements (PCI-DSS):

To the extent Contractor processes applicable information, Contractor shall be required to comply with the Gramm-Leach-Bliley Act (GLBA). To the extent any purchase includes services, including support, such that the provider of the service (defined in the GLBA as "Service Provider") may receive "customer information" through the course of contracted activities with the University,

Service Provider agrees to the following additional terms and conditions:

(a) Throughout the term of this Agreement, Service Provider shall implement and maintain "appropriate safeguards", as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information," as that term is defined in 16 C.F.R. § 314.2(b), received by Service Provider pursuant to this Agreement.

(b) Service Provider shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of this Agreement, Service Provider shall destroy all records, electronic or otherwise, in its or its agents' possession that contains such customer information and shall deliver a written certification of the destruction to the University.

(c) Service provider consents, upon reasonable advance notice, and no more than once a year, to University's right to conduct an on- site audit for the sole purpose and to the extent required only to review Service Provider's security program compliance with this contract. Such audit will be during normal business hours.

(d) Notwithstanding any other provisions of this Agreement, University may terminate this Agreement for cause if Service Provider has allowed a material breach of its security program, if Service Provider has lost or materially altered customer information, or if the Universityreasonably determines that Service Provider's security program is inadequate.

(e) Reserved.

(f) Subject to a limitation of $100,000, Service Provider shall reimburse the University for reasonable, foreseeable direct damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information, to the extent such costs were the direct result of Contractor's material breach of the contract or applicable law.

Contractor hereby agrees as follows:

(a) To the extent Fulfillment Partner accepts payment card information, Contractor shall be responsible for confirming that Fulfillment partner maintains the security of cardholder data that it possesses, even temporarily, including any functions relating to storing, processing, and transmitting of cardholder data on behalf of the University of Kentucky.

Contractor agrees to supply the current status of its PCI DSS compliance. Further, Contractor must supply to the University a new status report upon request by the University.

Cisco Rationale: *The proposed redlines have been made to reflect that Cisco does not sell payment processing equipment; Cisco does not take payment card information as payment only goes to Order Fulfillment Partners and to reflect Cisco's standard business practice.*

The University's Response: *The University does not object to the revised Payment Card Industry – Data Security Standard Requirements (PCI-DSS) section.*

Section 40. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act:

Cisco Rationale: *Cisco has agreed to comply with applicable laws in Section 4 of these General Terms and Conditions. Security Breach provisions are included in the Cisco Information Security Exhibit.*

The University's Response: *The University does not object to the revised Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act section.*

Section 41. Disaster Recovery:

Cisco will maintain business continuity and disaster recovery plans for its Facilities. Cisco will review and test those plans periodically, but no less than annually. .

- Encryption

Cisco will maintain policies that cover (i) the use of cryptographic technologies, including key and certificate lifecycle management, cryptographic algorithms, and cryptographic strength (e.g., key length), and (ii) the use of cryptographic controls to protect University Data in transit and at rest. Cisco maintains measures to protect the exchange or transmission of University Data between information systems that constitute the cloud service. Measures for securing the exchange of information may include email encryption, provisioning of secure network protocols and interfaces, or features and functionality that support "data in transit" encryption (e.g., communication encryption protocols, server-to-server authentication, certificate authentication). University assumes responsibility for any data transfer once it is outside of Cisco controlled systems (e.g., data being transmitted outside the firewall of the Cisco data center). Cisco recommends that University enable, and University are responsible for enabling, encryption of University Data in transit between your network and the Cisco information systems, where applicable.

- Retention

Upon termination, cancellation or expiration of the Agreement for any reason unless Contractor is otherwise instructed by University, or upon University's written request at any time, without undue delay Contractor shall return, make available for return or securely delete or permanently render unreadable or inaccessible existing copies of the University Data; unless continued retention and processing is required or is permitted by applicable data protection laws and/or mandatory applicable law. At University's request, Contractor will give University confirmation in writing that it has fully complied with this section regarding Retention or provide a justification as to why such compliance is not feasible.

Contractor agrees to retain data for the appropriate statutory requirements. Contractor further agrees to extend to the retained data any and all protections, limitations, and restrictions contained in the Contract and any addenda or exhibits thereto and the Business Associate Agreement between University and Contractor, and to limit any further uses and disclosures of the retained data to the purposes of the appropriate statutory requirements for so long as Contractor retains University Data. Contractor agrees that any retained data will be destroyed at the expiration of such period according to University's direction.

Contractor's obligations under this Section shall survive the expiration or termination of this Agreement for any reason.

- Offshoring

Contractor shall provide the University with information to enable the State to procure products and services that do not store, process, or transfer any non-public University Data beyond the borders of the United States of America, including for back-up and disaster recovery purposes. Specifically, regarding Customer Content, as such term is defined in the General Disclosures available at https://trustportal.cisco.com. The University may have the option as offered by the Contractor, to choose products and services with the option to store or process data wholly within the United States. Such choice will be at the University's cost and done solely at the direction of the University. The Contractor may permit its personnel and subcontractors offshore access to the data, as long as the data remains onshore.

Cisco Rationale: *With respect to "Disaster Recovery," Cisco's disaster recovery plan is embodied in the Global Business Resiliency Program and is confidential and for internal reference only. Information regarding this program can be found here: https://www.cisco.com/c/en/us/about/business-continuity.html The Source Code Escrow, Encryption and Retention provisions have been redlined to conform with Cisco's standard business practices. With respect to Offshoring, Cisco's proposed language provides flexibility so the broadest selection of products can made available for purchase under the contract.*

The University's Response: *The University does not object to the revised Disaster Recovery section.*

Cisco Additional Terms and Conditions

Cisco respectfully requests the following additional terms be added to the contract:

The University's Response: *The University will include these Additional Terms and Conditions, subject to the changes made therein.*

For all of the following terms, references to "You" or "Your" shall refer to the University and "Cisco" to the Contractor.

Scope and applicability

- These terms (the "General Terms") are incorporated into the Contract and govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms, Offer Descriptions, and Service Descriptions applicable to Your Order. Capitalized terms are defined below.
- You agree to these General Terms by accessing or using a Cisco Offer, finalizing Your Order, or through Your express agreement, whichever happens first. These General Terms apply independently of any contract You may have with a Cisco Partner.

Use Rights

- License and right to use. Cisco grants You, for Your direct benefit, a non-exclusive:

  (a) license to use Software and Cisco Content; and

  (b) right to use Subscription Offers, including Cloud Services;

  in accordance with Your Order, these General Terms, or as otherwise agreed in writing (collectively, "Use Rights").

  Your Use Rights are non-transferable (except as permitted under the Transfer Policies).

- Limits on use. You may not:
  (a) transfer, sell, sublicense, monetize, or provide the functionality of any Software, Cloud Services, Subscription Offers, or Services to any third party, except as authorized by Cisco;
  (b) use the Software or Services on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  (c) remove, change, or conceal any product identification, copyright, proprietary, or intellectual property notices, or any other marks from any Cisco Offer;
  (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- Acceptable use. Your access or use of Software, Services, or Subscription Offers must not:
  (a) violate applicable laws or the rights of any third party; or
  (b) impede or interfere with the security, stability, availability, or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing, or distribution of malware).
- Suspension. Cisco may suspend Your access to Software, Services, or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached the provisions regarding Limits on use or Acceptable use.
- Use by third parties. If You permit Authorized Users to access Cisco Offers on Your behalf:
  (a) You will make sure all Authorized Users comply with these terms; and
  (b) You are liable for any breach of these terms by an Authorized User.
- Interoperability requirements. If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and other independently created programs on terms that reasonably protect Cisco's proprietary interests.
- Use with third-party products. Cisco does not support or guarantee integration with third-party technologies or services unless they are included as part of a Cisco Offer or mutually agreed in writing.
- Changes to Subscription Offers. Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- Maintaining Cloud Services. Cisco may occasionally perform maintenance of its Cloud Services, which may disrupt the performance or availability of affected Cloud Services. Cisco will provide advanced notice of maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Cloud Services.
- Open-source technology. Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at Cisco's Open Source webpage. If You use Cisco Offers according to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

Trial Offers

- Accessing Trial Offers. Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, alpha, beta, controlled availability, or other similar basis (paid or free-of-charge) ("Trial Offer"). You may only access or use the Trial Offer for the period specified ("Trial Offer Period") and under any additional terms specified by Your Approved Source in writing. If no Trial Offer Period is specified, You may only access or use the Trial Offer for 60 days after the Trial Offer is available to You. Trial Offers may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Trial Offer in a production environment.
- Ending Trial Offers. At the end of a Trial Offer Period, You will promptly Return the Cisco Offers as described in the Trial Offer terms. Your Approved Source may change or terminate a Trial Offer at its discretion with reasonable notice.

- Continued use and disclaimer
  (a) If You continue accessing a Trial Offer after a Trial Offer Period or fail to Return a Trial Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
  (b) Unless agreed by Cisco in writing or required by law, Trial Offers are provided "AS-IS" without any express or implied warranties.

End of life

- Notification. Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products or End of Sales Services Announcements webpages.
- Prepaid Cloud Service. If Your Approved Source prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide a generally available alternative offer, or (b) if Cisco is unable to reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service in accordance with applicable law.
- Credit. Credits issued related to End of Life, Prepaid Cloud Service are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only toward the future purchase of Cisco Offers.

Orders; Paying Your Approved Source

- Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, University shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. University shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

- The terms and conditions of the Contract prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from University to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.

- All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

- University may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by University less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.

- University may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Master Services Agreement attached hereto, as well as the then-current terms of service offerings set forth on Contractor's website at http://www.cisco.com/legal/services.html, as amended herein. Not withstanding the foregoing, Contractor acknowledges that Sections 50, 171, and 177 of the Kentucky Constitution and applicable law

do not allow state agencies to indemnify third parties. Additionally, Kentucky Revised Statutes (KRS) 45A.245, legally prohibits the University from agreeing to be bound by another state's laws or consenting to another jurisdiction, therefore the parties shall remain silent on these issues.

- Contractor reserves the right to subcontract services to a third party maintenance organization to provide services for University. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL:http://www.cisco.com/c/en/us/products/eos-eol-policy.html.

- University may make a last-time purchase of such products as set forth in such policy.
- You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program. To the extent allowed by law, Orders are non-cancellable.

Data use, privacy and security

- Cisco will collect, access, use, and process Your Data as set out in:
  (a) these General Terms;
  (b) Offer Descriptions;
  (c) Service Descriptions;
  (d) Disclosure Documents; and
  (e) as allowed by applicable law.
- In addition, Cisco respects and will process Personal Data, according to:
  (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  (b) the Disclosure Documents applicable to Personal Data and the relevant Cisco Offer; and
  (c) privacy and data protection laws applicable to Cisco Offers.
- Cisco protects Your Data in accordance with our Information Security Exhibit.

Ownership of intellectual property

- Unless agreed in writing, nothing in these General Terms transfers ownership in any intellectual property rights. You retain ownership of Customer Content, and Cisco retains ownership of Cisco Offers and Cisco Content.
- Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

Performance standards

- Service **Level Terms.** Cisco Offers will comply with applicable Service Level Terms, as set out in the corresponding Offer Description or Service Description.
- Warranties. To supplement the General Warranty section of Section 30 of the Contract, Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services

Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the Use Term; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.	✓	✓	✓	
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓	
Cisco warrants that the Cisco Offer is free from defects in material and quality workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.	✓			
Cisco warrants that the delivery of the Cisco Offer will be performed in a professional, proficient manner and in material compliance with the applicable Service Description.				✓

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

- Qualifications

(a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section regarding Performance Standards). This section regarding Performance Standards applies only to the extent allowed under applicable law.

(b) This section regarding Warranties does not apply if Your breach of these General Terms contributes to the breach of warranty, or if the Cisco Offer:

(1) has not been used according to its Documentation;

(2) has been altered, except by Cisco or its authorized representative;

(3) has been subjected to abnormal or improper environmental conditions, accident, or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;

(4) is provided under a Trial Offer; or

(5) has not been provided by an Approved Source.

(c) Your sole remedy for breach of a warranty under this section regarding Warranties is, at Cisco's option, either:

(1) repair, reperformance, or replacementof the applicable Cisco Offer; or

(2) a refund, in exchange for the Return of the non-conforming Cisco Offer and subject to applicable law, of either:

(A) the fees paid for Use Rights in the non-conforming Software;

(B) the fees paid for the period in which the Subscription Offer or Service did not conform less any amounts paid or owed under Service Level Terms; or

(C) the fees paid for the non-conforming Hardware.

(d) Except as provided in this section regarding Warranties, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted, or error-free.

Liability

- Excluded liability. Neither party is liable for:

(a) indirect, incidental, reliance, consequential, special, or exemplary damages; or

(b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure, or delay in delivery (in all cases, whether direct or indirect).

- Liability cap. Each party's entire liability for all claims relating to these terms will not exceed the fees paid or payable to Cisco for the specific Cisco Offer that is the subject of the claim in the twelve (12) months before

the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

- Unlimited liability. Nothing in this section regarding Liability limits or excludes liabilities that may not be excluded or limited under applicable law, or for:
  (a) bodily injury or death resulting directly from the other party's negligence;
  (b) fraudulent misrepresentation or willful misconduct;
  (c) breachof confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
  (d) failure to pay for Cisco Offers;
  (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
  (f) failure to comply with export control obligations.

Termination

- Termination for Compliance with Laws. Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of the Compliance with Laws section set forth below.
- Effect of termination or expiration. Cisco will cease providing Services, and You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

General provisions

- Survival. The termination or expiration of these terms will not affect any provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: paying Your Approved Source, confidentiality, privacy and security, ownership of intellectual property, intellectual property indemnity, performance standards, liability, termination, and the general provisions.
- No agency. These terms do not create any agency, partnership, joint venture, or franchise relationship.
- Third party beneficiaries. These terms do not grant any right or cause of action to any third party.
- Use records. You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within thirty (30) days' notice from Cisco. Cisco may not give this notice more than once in any twelve-month (12-month) period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within thirty (30) days.
- Compliance with laws
  (a) General. Cisco willcomplywith allapplicable lawsrelating to providing Cisco Offersunder these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
  (b) Trade Compliance. Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the General Export Compliance webpage.
- Governing law and venue. Intentionally omitted.
- Notice. Unless provided in these terms, applicable Offer Description, Service Description, or an Order, notices to Cisco:
  (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com; and
  (b) are considered effective:
    (1) upon delivery, if personally delivered;

(2) the next day, if sent by overnight mail;

(3) three (3) business days after deposit, postage prepaid, if mailed; or

(4) the same day receipt is acknowledged, if sent by e-mail.

Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

- Force majeure. Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism, or the stability or availability of utilities (including electricity and telecommunications). The affected party will make commercially reasonable efforts to mitigate the impact of the force majeure event.
- No waiver. Failure by either party to enforce any right under these terms will not waive that right.
- Severability. If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- Entire agreement. These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings, or agreements (whether written or oral).
- Translations. Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.

Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	As defined in the General Disclosures found on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) Services, and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator, or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco via the internet that provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the General Disclosures found on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.

Customer Systems Information	As defined in the General Disclosures found on the TrustPortal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Data	Personal Data, Customer Content, and Customer Systems Information.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement, or terms agreed between You and Cisco covering the same scope.
Disclosure Documents	General Disclosures and Offer Disclosures describing each type of Data that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Your Data available at the Information Security Exhibit (https://trustportal.cisco.com/c/r/ctp/trust-portal.html%23/1604543381171981) webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software, or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Offer Descriptions and Supplemental Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that may be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html)webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Offer Disclosure	The specific data handling and security control disclosures applicable to a Cisco Offer available on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Regional Terms	Supplemental Terms that apply to Your access to, and use of, Cisco Offers if You are located in certain geographic locations with materially different requirements, available at Offer Descriptions and SupplementalTerms (https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html) webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Description	A document published by Cisco as a 'Service Description' that has more information or related terms specific to a Service, available at the Service Descriptions (https://www.cisco.com/c/en/us/about/legal/service-descriptions.html) webpage.
Service Level Terms	The service level agreement or service level objective applicable to a Subscription Offer or Service (if applicable) as set out in the applicable Offer Description or Service Description.
Services	Cisco-branded services as set out in the applicable Service Description.
Software	Cisco-branded computer programs, including Upgrades and firmware as generally available on the Price List.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy (https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Cisco_Software_Transfer_and_Relicensing_Policy.pdf) and the Software License Portability Policy (https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Software_License_Portability_Policy_FINAL.pdf).
Trial Offer	As defined in section regarding Accessing Trial Offers.
Trial Offer Period	As defined in section regarding Accessing Trial Offers.
Upgrades	Allupdates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.

Use Rights	As set out in section regarding License and right to use).

Naomi Emmons

Naomi Emmons (Feb 13, 2026 08:22:02 EST)

University of Kentucky

Jenn Baenziger, Cisco Systems, Inc. Authorized Signatory

Jenn Baenziger, Cisco Systems, Inc. Authorized Signatory (Feb 19, 2026 16:32:41 PST)

Cisco

P RP

Cisco Systems, Inc.Response to University of Kentucky Request for Proposal UK-2550-26

Networking Products & Services

Technical Proposal Criteria 1, 2, & 4 Requirements

October 2, 2025



University of Kentucky
Procurement Services

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	**UK-2550-26**	**RETURN ORIGINAL COPY OF PROPOSAL TO:**
Issue Date:	**8/20/2025**	**UNIVERSITY OF KENTUCKY**
Title:	**Networking Products & Services**	**PROCUREMENT SERVICES**
Purchasing Officer:	**Patricia Pflug**	**411 S LIMESTONE**
Phone:	**859-257-5409**	**ROOM 322 PETERSON SERVICE BLDG.**
Email:	**Prpf222@uky.edu**	**LEXINGTON, KY 40506-0005**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 9/18/2025 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at https://purchasing.uky.edu/bid-and-proposal-opportunities, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP:
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office

DELIVERY TIME: 3pm	**NAME OF COMPANY:** Cisco Systems, Inc.	**DUNS #** 153804570
PROPOSAL FIRM THROUGH: May 2, 2026	**ADDRESS:** 170 TASMAN DRIVE	**Phone/Fax:** (502) 494-5328
PAYMENT TERMS: Standard	**CITY, STATE & ZIP CODE:** SAN JOSE, CA 95134	**E-MAIL:** brpeck@cisco.com
SHIPPING TERMS: F. O.B. DESTINATION PREPAID AND ALLOWED	**TYPED OR PRINTED NAME:** Steve Kite, Authorized Signatory	**WEB ADDRESS:** www.cisco.com
FEDERAL EMPLOYER ID NO.: 77-0059951	**SIGNATURE:**	**DATE:** 10/02/2025

APPROVED BY LEGAL

Cisco Systems, Inc.
170 West Tasman Dr.
San Jose, CA 95134
http://www.cisco.com

Letter of Transmittal

October 2, 2025

Ms. Patricia Pflug
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005

Subject: UK-2550-26 Networking Products & Services RFP

Dear Ms. Pflug,

Cisco Systems, Inc. is pleased to submit its response to the University of Kentucky Purchasing Division's above referenced Request for Proposal, subject to the following:

Cisco is in receipt of the RFP, Addendum 1, and the Questions and Answers included in Addendum 1.

This offer is valid for a period of one hundred and eighty (180) days from the date of proposal submission.

Cisco will accept financial responsibility for all travel expenses incurred by Cisco personnel for oral presentations and candidate interviews as they relate to Cisco's response to the RFP.

Exceptions and deviations to the RFP requirements are detailed in Attachment 2. Cisco Exceptions and Proposed Changes.

Confidential and Proprietary information contained in this proposal is identified and marked and packaged according to Section 6.23

Cisco is proud of its long-standing partnership with UK and welcomes the opportunity to hold another direct (replacement) contract with UK through this RFP. If UK determines that Cisco's response is deficient in any way, Cisco respectfully requests to be promptly notified and be given the opportunity to correct such deficiency. Please forward any questions regarding this solicitation response to your Cisco account representative, Bryan Peck (brpeck@cisco.com) or contract specialist, Mark Ruszczyk (mruszczy@cisco.com).

On behalf of Cisco, thank you for the opportunity to respond to this RFP and we look forward to continuing a mutually rewarding partnership.

Sincerely,

Bryan Peck
Account Executive
Phone: (502) 494-5328
Email: brpeck@cisco.com

Disclaimer - Cisco Systems, Inc.

Thank you for the opportunity to submit this non-binding proposal for your consideration. Please note that this proposal may include proprietary, confidential, and/or trade secret information which, if included, will be clearly marked as such in the proposal. Any information that Cisco considers to be a trade secret will not be subject to disclosure under any public records act.

We may have referenced information about future technology such as products and features under development that are not generally available from Cisco today. Because this technology is in various stages of development, all information concerning this future technology, including whether we will continue development, its availability, pricing, and included features, is subject to change and will be offered on a when- and if-available basis.

This proposal is valid for a period of one hundred and eighty (180) days from the date of proposal submission.

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7.1 Detailed Services Defined 16

List of Attachments

UK-2550-26_Financial Proposal_Cisco.pdf

Attachment A. uk-2550-26attacha_Cisco.xls

Attachment 1. UK-2550-26_Signed Addendum 1_Cisco.pdf

Attachment 2. Cisco Exceptions and Proposed Changes Final.pdf

Attachment 3. cisco-professional-liability.pdf

Attachment 4. cisco-evidence-of-insurance-2025-2026.pdf

Executive Summary and Proposal Overview

Cisco Systems, Inc. is pleased to present this response to the University of Kentucky's (UK) Request for Proposal (RFP) Number UK-2550-26 for Networking Products and Services. As a long-standing and trusted partner, Cisco is uniquely positioned to build upon the success of UK's current network infrastructure, supporting its vision for a continually evolving, reliable, scalable, and robust environment that delivers a seamless, user-friendly experience for all stakeholders and affiliated organizations.

Our proposal directly addresses the University's needs outlined in Section 7, Scope of Services, offering a comprehensive suite of solutions designed to meet both immediate and future requirements, and thoroughly addresses all specified criteria (1, 2, 4, and 5) of the RFP. Criteria 3 is addressed under separate cover in our Financial Proposal.

Proposal Overview

1. Procurement of New and Pre-Owned Equipment (Criteria 2, Section 7.1.1): Cisco provides a complete portfolio of new networking products, including switches, routers, VoIP telephones, and firewalls, ensuring the University of Kentucky has access to the latest innovations. Furthermore, our Cisco Refresh program offers certified remanufactured (pre-owned) equipment that meets the same stringent quality standards as new products, complete with full warranties and support eligibility. This not only provides cost-effective alternatives but also aligns with the University's sustainability goals by extending product lifecycles.

2. Comprehensive Maintenance and Support (Criteria 2, Criteria 4, Section 7.1.2): Cisco delivers robust 24x7x365 software technical support, backed by our global Technical Assistance Center (TAC) and a vast network of highly qualified, CCIE-certified engineers. We offer flexible hardware support options, including various response times (e.g., 2-hour, 4-hour, next business day replacement), tailored to specific device and procurement needs. Our proactive notification system ensures timely renewals for expiring maintenance contracts, preventing lapses in coverage.

3. Technical Services (Criteria 2, Section 7.1.3): Cisco's professional services team brings extensive experience in complex network environments. We offer advanced assistance with wired network installation, configuration, and architectural design, ensuring optimal performance and scalability. Our experts are adept at highly technical troubleshooting of network equipment hardware and software, providing the specialized support necessary for UK's diverse and expanding infrastructure.

4. Extensive Training and Professional Development (Criteria 3, Section 7.1.3): Beyond products and services, Cisco is dedicated to empowering University of Kentucky staff through a wide array of training and professional development offerings. These include on-site and off-site programs, hardware and software training, virtual learning modules, certification and credentialing programs, hands-on workshops, and customized instruction.

5. Commitment to Sustainability (Criteria 1): Cisco shares the University of Kentucky's commitment to sustainability. Our Cisco Refresh program is a prime example of how we help reduce environmental impact by extending the life of equipment. We continuously strive to integrate ecologically sound, socially just, and economically viable practices into our operations and product development, aligning with the principles of the UK Sustainability Strategic Plan.

Cisco Systems, Inc. is ready to continue our collaborative partnership with the University of Kentucky, providing the cutting-edge technology, expert services, and dedicated support necessary to drive innovation, ensure operational excellence, and meet the evolving demands of a leading research institution. We are confident that our response will demonstrate our capability to meet and exceed the requirements of this RFP.

Cisco Systems, Inc. Company Profile:

- **Establishment/Incorporation:** Cisco Systems, Inc. was founded in 1984, pioneering the development of IP-based networking technologies.
- **Organizational Classification:** Cisco is an international organization, recognized as the worldwide leader in networking. We operate in over 70 countries with more than 300 offices globally, including our headquarters in San Jose, CA.
- **Company Size:** Cisco employs more than 90,000 individuals worldwide. As a publicly owned company, detailed financial information, including gross sales, is disclosed in our public filings with the Securities Exchange Commission (SEC), available at http://www.cisco.com/web/about/ac49/ac20/about_cisco_annual_reports.html.

Business Description	**Check All That Apply**
Minority-Owned	N/A
Woman-Owned	N/A
Small Business	N/A
Veteran-Owned	N/A
LGBTQ-Owned	N/A
Disability-Owned Business Entity (DOBE)	N/A
Diversity Not Indicated	N/A

Kentucky Located	**Yes/No?**
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	No

Criteria 1 - Offeror Qualifications

See UK-2550-26 Networking Supplies & Services Attachment A

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

Cisco Response:

Cisco's sustainability vision is centered on powering an inclusive future by building regenerative world where technology addresses global environmental challenges and fosters resilience. Its mission, encapsulated in the "Plan for Possible," aims for a positive environmental impact through ambitious goals such as achieving Net Zero greenhouse gas emissions across its value chain by 2040, including interim targets like Net Zero for global Scope 1 and 2 emissions by 2025 and a 30% reduction in Scope 3 emissions from sold products by 2030. Key pillars of this strategy include transitioning to 100% renewable electricity in all global operations by 2025, evolving to a circular economy by incorporating circular design principles into all new products and packaging by fiscal year 2025, and investing in resilient ecosystems through initiatives like the Cisco Foundation's commitment to climate solutions. Cisco also leverages its technology to help customers and partners achieve their own sustainability objectives.

Cisco will support UK in achieving their strategic sustainability goals through a multi-faceted approach encompassing innovative services, products, and strong partnerships. Services like Cisco Green Pay and the Takeback and Reuse Program promote circularity by incentivizing product returns for reuse or recycling, reducing e-waste and offering financial benefits. Through energy-efficient products, such as Silicon One chips and Universal Power Over Ethernet, Cisco helps clients optimize energy consumption in their networks and smart buildings, further providing tools like the Sustainability Simulator and Sustainability Data Foundation for impact assessment and reporting. Crucially, Cisco leverages partnerships with global and local entities, alongside an Environmental Sustainability Specialization for partners, to scale its impact and equip clients with the knowledge and incentives to implement sustainable practices, ultimately helping them transition to green technologies and meet environmental and sustainability targets.

a. Please provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, the ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm. If so, please describe.

Cisco Response:

Cisco Systems, Inc. was founded in 1984 and has since become a global leader in networking and IT infrastructure solutions. Headquartered in San Jose, California, we pioneered the development of the modern internet and continue to drive innovation across security, collaboration, cloud, and network technologies. As of 2025, we employ 90,000+ people worldwide and support customers in over 100 countries.

Cisco is a publicly traded company on the NASDAQ under the symbol CSCO, with a broad base of institutional and individual shareholders.We have consistently maintained a strong financial position throughout our history. Cisco has never filed for bankruptcy or been in loan default. To the best of Cisco's knowledge and belief, there are no pending liens, claims, or lawsuits that would materially affect our ability to deliver on our commitments.

b. If the Offeror has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance where the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Cisco Response:

To the best of Cisco's knowledge and belief, there are no terminations for default in the last 5 years related to the Cisco products and services propose in response to UK RFP UK-2550-26 that will materially affect Cisco's performance or financial condition under any resulting UK contract.

c. Offeror should submit full details of their terms for default including the other parties' name, address, and phone number and present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Offeror in the past five years, so indicate.

Cisco Response:

To the best of Cisco's knowledge and belief, there are no terminations for default in the last 5 years related to the Cisco products and services proposed in response to the UK RFP UK-2550-26 that will materially affect Cisco's performance or financial condition under any resulting UK contract.

d. Offeror should provide information, if available, from industry analysis organizations related to their performance relative to capabilities to provide services/equipment in RFP.

Cisco Response:

Cisco consistently receives top rankings and positive evaluations from leading industry analysis organizations for our capabilities in providing advanced networking solutions and professional services. Independent research firms such as Gartner, Forrester, and IDC regularly recognize Cisco as a leader across multiple technology domains, including enterprise networking, security, collaboration, and data center solutions.

For example, in the most recent Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure, Cisco was positioned as a Leader, reflecting our comprehensive vision and strong execution in delivering innovative network solutions and services. Similarly, Forrester's Wave reports and IDC MarketScape studies consistently highlight our robust portfolio, service delivery excellence, and global reach. These independent assessments validate Cisco's ability to provide the high-quality services and equipment required by this RFP. We remain committed to maintaining industry leadership through ongoing innovation, customer focus, and investment in professional services.

Most recently, Cisco has been recognized by leading industry analysts and organizations for our performance and innovation:

- Gartner Leader Quadrant in Data Center Switching - April 2025
- Gartner Leader Quadrant in SD-WAN (5th consecutive year) – Oct 2024
- Gartner Visionary Quadrant in End-Point Protection (Security) – Oct 2024
- Gartner Visionary Quadrant in Communications Platform as a Service (CPaaS) – Jul 2025

Also relevant to UK needs, Cisco has earned:

- The 2025 IoT Breakthrough Award for Industrial IoT Company of the year
- The 2024 Frost and Sullivan Global Company of the Year award, IoT

Aditionally, for our excellence in the technology and services industry, we've earned the TSIA "Hall of Fame" award, with over 30 individual TSIA START awards, showcasing the best of the best in Cisco's innovation, leadership, and excellence.

e. Offeror should divulge any partnership agreements in place that prevent providing support services in competition with equipment manufacturers.

Cisco Response:

This section is inapplicable, as Cisco is the manufacturer of the products and provider of the technical and professional services offered herein and is the party submitting this response.

Criteria 2 - Services Defined

See UK-2550-26 Networking Supplies & Services Attachment A

A. Provide description of procurement processes for new and pre-owned equipment and services.

Cisco Response:

If awarded the contract, Cisco will designate a select number of authorized reseller partners to support fulfillment, subject to UK review and approval. These partners will utilize their online ordering platforms, enabling UK buyers to easily select required products, either by individual part number or by submitting a full Bill of Materials (BOM). The reseller partners will conduct an initial compliance review to ensure that all items ordered are within the scope of the contract and appropriately priced according to contract terms. This process applies to both new and pre-owned equipment.

Orders will then be placed either directly with Cisco or through a Cisco Distributor, who will fulfill the order by combining stocked and build-to-order items as needed. All shipments will be made in accordance with the contract terms.

Cisco's Contract Management Office will oversee the reseller partners, providing ongoing compliance guidance, collecting required reports and fee payments, and delivering the necessary documentation to UK as specified in the contract.

This established system has been successfully utilized under the current contract, and we do not anticipate making any significant changes to this approach.

B. Describe follow up notification is handled for expiring maintenance ahead of time to ensure that there is no lapse in coverage.

Cisco Response:

Cisco handles follow-up notifications for expiring maintenance contracts proactively to ensure there is no lapse in coverage. Customers and contract administrators can use tools like the Smart Net Total Care (SNTC) Portal, which provides an "Expiring Device Coverage" report listing devices with service contracts nearing their end dates. This report helps administrators identify contracts that require renewal in a timely manner, improving operational efficiency and reducing risk of coverage gaps.

Additionally, Cisco offers an online dashboard at renew.cisco.com, which provides on-demand access to all Cisco contracts and subscriptions. This dashboard allows users to manage upcoming renewals, view quotes, and monitor products approaching their last date of support. Users can sign up to receive monthly email reminders about upcoming renewals, helping them stay ahead of expiration dates and avoid lapses in service coverage. Cisco's renewal notifications typically start well in advance of contract expiration, with alerts sent periodically (e.g., every 15 days starting 60 days before expiry) until the contract is renewed. This ensures multiple opportunities for customers to take action before coverage ends.

To simplify the notifications and reduce the odds of any lapse in coverage, UK might consider a services enterprise agreement with Cisco, whereby all the different device service (Smart Net Total Care) agreements are centralized, simplified, and co-termed. This would reduce risks and save time as there isn't the need to chase and process multiple renewals spread throughout the year. Such an EA would of course be subject to a separate negotiation, however, it directly addresses the concern raised by this question.

C. Please provide a brief narrative describing the support and maintenance services your firm can provide to the University of Kentucky.

Cisco Response:

Cisco offers a comprehensive portfolio of support and maintenance services designed to ensure the optimal performance, reliability, and security of the University of Kentucky's network infrastructure. Through our flagship service, Cisco Smart Net Total Care, we provide 24x7 technical support, proactive diagnostics, and rapid hardware replacement to minimize downtime and maintain business continuity.

Our support services include access to Cisco's global Technical Assistance Center (TAC), staffed by highly qualified engineers who deliver expert guidance and problem resolution for both hardware and software issues. In addition, Smart Net Total Care provides online tools for case management, contract management, and access to the latest software updates, feature enhancements, and security advisories.

Cisco's maintenance programs also include proactive device monitoring, software lifecycle management, and inventory management, enabling the University of Kentucky to identify potential issues before they impact operations and to keep software current and secure. Our field engineering teams and authorized service partners are available to provide on-site assistance when required.

By leveraging Cisco's advanced support and maintenance services—including comprehensive software support—the University of Kentucky can maximize the value of its technology investments, ensure ongoing compliance with best practices, and maintain a secure, resilient, and high-performing network environment.

D. Provide information on SLAs for both support and equipment delivery. Include information on SLA achievement over the last year.

Cisco Response:

Cisco SLAs are determined by the specific level of service purchased or as outlined in warranty support agreements. We have consistently met our SLA commitments with the University of Kentucky. When issues arise, we work closely with both UK and our partners to provide timely updates, explore alternative solutions, and allocate additional resources as needed to minimize any impact on UK's operations until a final resolution is reached.

In instances where there have been escalations related to service levels or hardware delivery, we have responded proactively in full partnership. Our actions have included supply chain escalation, engagement of advanced engineering resources, and executive-level sales support to ensure a prompt and effective resolution.

E. Provide information on any professional services offerings. This could include services such as network optimization or audit.

Cisco Response:

Cisco's Professional Services offerings provide comprehensive support to help UK Buyers accelerate deployment, optimize network performance, and align their infrastructure with broader university goals. These services leverage a combination of expert people, proven processes, advanced tools, and partner collaboration to deliver long-term value and operational efficiency.

Key aspects of Cisco Professional Services include:

- **Architecture-Led Approach:** Cisco Professional Services use an architecture-led methodology to plan, design, implement, and optimize network and data center infrastructures, ensuring alignment with UK objectives and future scalability.
- **Network Optimization Services:** These services focus on evaluating and optimizing network policies, configurations, and capacity to enhance performance, security, and reliability. They include proactive identification of potential issues, risk mitigation, and continuous improvement to support network growth and stability.

- **Lifecycle Support:** Cisco offers milestone-based project services for planning, design, implementation, migration, and optimization activities, as well as subscription-based consultative guidance driven by proactive insights and analytics covering Day 0 to Day 2+ activities.
- **Security and Analytics Integration:** Cisco's Professional Services also encompass security solution deployment and tuning, including automation for threat hunting and incident response, helping organizations reduce risk and accelerate outcomes.
- **Automation and DevSecOps:** Services include automation and integration testing to expedite provisioning, configuration, and deployment, enabling seamless UK network operation and optimization.
- **Network Assurance and Monitoring:** Cisco provides assurance and monitoring services that leverage AI-enhanced tools for real-time visibility, issue detection, and resolution to maximize network uptime and performance.
- **Support and Expertise:** University personnel gain access to Cisco network experts and award-winning resources through services like Cisco Smart Net Total Care, ensuring rapid problem resolution and ongoing support.
- **Specialized Services:** Cisco Professional Services also offer tailored solutions for specific technologies such as SD-Access, SD-WAN, Catalyst switching, Meraki management, and cloud monitoring, among others.

The University of Kentucky can leverage Cisco's entire portfolio of professional services or Advanced Services (AS) for any technology being deployed under the contract.

F. Verify that technical assistance is available 24x7x365. Provide locations of support centers.
   a. Provide information on qualifications of technical support staff.
   b. Provide an organizational chart for your Technical Support team.

Cisco Response:

Cisco provides 24 hours a day, 7 days a week, 365 days a year technical assistance through its globally distributed Technical Assistance Centers (TAC). Support is available online and via phone to all customers, partners, resellers, and distributors holding valid Cisco service contracts. Cisco TAC is staffed by expert engineers worldwide to ensure continuous availability and rapid response to technical issues. The TAC support is not limited to a single location but is a globally integrated service accessible from multiple regions.

For a detailed list of worldwide TAC contact numbers and locations, please refer to:
https://www.cisco.com/c/en/us/support/web/tsd-cisco-worldwide-contacts.html

a. Information on Qualifications of Technical Support Staff: Cisco's technical support staff are highly qualified, experienced professionals dedicated to resolving complex technical issues efficiently. Their qualifications include:

- **Extensive Certifications:** Our team includes a significant number of industry-leading certifications, and **CCIE (Cisco Certified Internetwork Expert)** certified engineers. The CCIE certification is one of the most prestigious in the networking industry, signifying expert-level knowledge and practical skills across various Cisco technologies. Many engineers also hold other professional-level certifications such as CCNP (Cisco Certified Network Professional) and CCNA (Cisco Certified Network Associate).
- **Deep Product Knowledge:** Support engineers possess in-depth knowledge of Cisco's vast product portfolio, including networking, wireless, VoIP, security, data center, and collaboration solutions.
- **Problem-Solving Expertise:** They are skilled in advanced troubleshooting, diagnostics, and resolution of complex network incidents, leveraging sophisticated tools and methodologies.

- **Continuous Training:** Cisco invests heavily in continuous training and development for its support staff, ensuring they remain proficient with the latest technologies, product updates, and industry best practices.
- **Global Team:** Our global team comprises over 2,000 technical support experts, providing a broad base of expertise and specialized knowledge across all technology domains.

b. Organizational Chart for Your Technical Support Team: A detailed organizational chart for Cisco's global Technical Support team (TAC) is extensive and complex, involving multiple layers of management, specialized technology groups (e.g., Routing, Switching, Security, Wireless, Collaboration), regional teams, and escalation paths. Due to its dynamic nature and size, providing a comprehensive, static chart within this text response is not practical.

The Organizational Chart for the Technical Support Team structure typically includes various levels to ensure efficient issue resolution and escalation.

- Customer Support Engineers: These are the frontline technical experts who handle initial service requests.

Team Leads: Responsible for guiding and supporting groups of engineers.

Managers: Oversee specific technical areas or regions, such as "TAC Manager, Service Provider Automation" or "TAC Manager, Architecture".

Directors: Provide strategic leadership for broader TAC operations.

G. Provide warranty information for pre-owned equipment purchases.

Cisco Response:

Cisco provides robust warranty coverage for pre-owned equipment purchased through authorized channels, specifically through our **Cisco Refresh Certified Remanufactured Equipment** program. This ensures that the University of Kentucky receives reliable products with clear support entitlements.

Here are the details regarding warranty options for pre-owned Cisco equipment:

1. **Cisco Refresh Certified Remanufactured Equipment:**
   - **Same as New Warranty:** Equipment procured through the Cisco Refresh program is fully tested, upgraded, and certified by Cisco to meet the same quality and performance standards as new products. Crucially, these products come with the same warranty terms and support options as new Cisco products. This provides the University of Kentucky with complete confidence in the quality, performance, and warranty coverage of these pre-owned assets at a competitive price point.
   - **Eligibility for Support Contracts:** Cisco Refresh products are eligible for standard Cisco support contracts (e.g., Smart Net Total Care), ensuring continuous technical assistance and hardware replacement options.
2. **Cisco Standard Warranty (Non-Transferable):**
   - The standard Cisco warranty is generally applicable only to the original end-user who purchased the equipment directly from Cisco or an authorized reseller. It is typically not transferable to subsequent owners. Therefore, pre-owned or secondary-market Cisco equipment obtained outside of the Cisco Refresh program does not inherently come with the Cisco standard warranty or automatic eligibility for Cisco support contracts.

H. Provide acknowledgement and proof of the following minimum partnerships:

	Vendor	Minimum Partner Level
i.	Cisco	Gold Partner or above
ii.	Dell Technologies	Titanium or Platinum Partner
iii.	HPE (Aruba)	Silver Hybrid IT Partner or Aruba Silver
iv.	Juniper Networks	Select or Elite Partner
v.	Arista Networks	Authorized or Elite Partner
vi.	Palo Alto Networks	Innovator or Certified Partner
vii.	Fortinet	Advanced Partner or above

Cisco Response:

This section is inapplicable, as Cisco is the manufacturer of the products and provider of the Smart Net Total Care maintenance services and technical and professional services offered herein and is the party submitting this response.

Criteria 4 - Evidence of Successful Performance and Implementation Schedule

See UK-2550-26 Networking Supplies & Services Attachment A

A. Indicate the experience the Offeror has in the area of providing new and pre-owned network, wireless and VoIP equipment.

Cisco Response:

Cisco possesses unparalleled experience in providing both new and pre-owned network, wireless, and VoIP equipment, a capability directly aligned with the University of Kentucky's stated needs for continual growth, expansion, and a variety of equipment types. As a long-standing partner to the University, we understand the critical role these technologies play in your extensive and diverse wired and wireless network infrastructure.

Experience with New Equipment:

As the global leader in networking, Cisco consistently delivers cutting-edge new equipment that forms the backbone of modern digital environments. Our comprehensive portfolio is designed to support the University of Kentucky's evolving infrastructure, including:

- **Networking Equipment:** A full range of switches, routers, and concentrators, engineered for reliability, scalability, and robustness, essential for UK's anticipated growth.
- **Wireless Solutions:** Advanced Wi-Fi technologies and access points that enhance flexibility, mobility, and portability across campus, supporting the seamless user experience UK desires.
- **VoIP Equipment:** Industry-leading IP telephony devices and unified communications platforms that integrate seamlessly into your network, facilitating effective communication.
- **Firewall Equipment:** Robust security solutions to protect your critical network assets.

Cisco's commitment to innovation ensures that the University of Kentucky has access to the latest advancements, allowing for strategic upgrades and expansions.

Experience with Pre-Owned Equipment (Cisco Refresh Program):

Cisco offers a unique and highly reliable solution for pre-owned equipment through our **Cisco Refresh program**. This program directly addresses the University's interest in procuring pre-owned equipment with a warranty, offering a secure and cost-effective pathway:

- **Certified Remanufacturing:** Cisco Refresh products are genuine Cisco equipment that has been thoroughly tested, upgraded, and remanufactured to a "like-new" condition by Cisco itself. This includes a wide array of network, wireless, and VoIP devices.
- **Guaranteed Quality:** Crucially, Cisco Refresh equipment comes with the **same warranty terms and is eligible for the same support options as new Cisco products**. This provides the University of Kentucky with the assurance of quality, performance, and clear support entitlements for pre-owned assets.
- **Budget Optimization & Sustainability:** The program offers a significant cost advantage while also aligning with the University's sustainability initiatives by extending product lifecycles and reducing environmental impact.
- **Availability:** Thousands of Cisco Refresh products are typically in stock, supporting the University's need for timely procurement of specific devices.

Through both our new product innovations and our certified Cisco Refresh program, we provide the University of Kentucky with flexible, high-quality, and reliable options for all its network, wireless, and VoIP equipment procurement needs.

B. Indicate if your firm is a member of UNEDA.

Cisco Response:

Cisco provides refurbished Cisco gear that has passed our inspection, comes with Cisco warranty, valid Cisco licensing and the gear is eligible for Cisco Smart Net Total Care support. Such gear is available directly from Cisco or from our many authorized reseller partners but not through UNEDA sources.

The University has a right to buy from a UNEDA source but should be aware of what that means. As UNEDA sources are outside Cisco's authorized reseller program, Cisco cannot know or verify the provenance of the gear. As such, the gear does not include a Cisco warranty. Should UK wish to include the gear under a Cisco support agreement, UK may be required to purchase a valid software license and undergo an equipment inspection—both of which may incur additional costs.

C. Indicate experience the Offeror has in technical support and maintenance of network, wireless and VoIP equipment.

Cisco Response:

Cisco has extensive experience in technical support and maintenance for network, wireless, and VoIP equipment, demonstrated through several key capabilities and services:

- **Technical Support Services:** Cisco offers award-winning 24/7 technical support through the Cisco Technical Assistance Center (TAC), staffed by over 1,000 highly trained engineers, including CCIE-certified experts. TAC provides rapid incident resolution, configuration assistance, and troubleshooting for network, wireless, and VoIP technologies, ensuring high availability and operational efficiency.
- **Software and Hardware Maintenance:** Cisco provides ongoing software updates, patches, and major releases to enhance device performance and extend equipment life. Hardware replacement services include next-day, 4-hour, or 2-hour dispatch options, supported by a global logistics network with 650 depots and 10,000 onsite field engineers worldwide.

D. Indicate experience the Offeror has in any professional services included in your response to this RFP.

Cisco Response:

As the manufacturer of the proposed products and services, Cisco has extensive experience in the professional services included in our response. Our certified experts have successfully supported higher education and public sector clients both local to Kentucky and worldwide, ensuring proven experience in professional services that are tailored to each customer's needs.

E. Offeror should supply names, addresses and telephone numbers of three (3) business references, preferably higher education or public sector clients. These references should include clients where Offeror provided similar services, support and/or pre-owned equipment. The Offeror should grant the University of Kentucky permission to contact these references.

Cisco Response:

Please see Cisco's business references below.

Reference #1

Melissa M Moore
Contract & Vendor Manager
Division of Project Planning and Management - Office of Education Technology
Kentucky Department of Education
300 Sower Blvd. – 4th floor
Frankfort, KY 40601
Phone: (502) 564-2020 Ext. 2438
Contact for Cisco KETS Network Products & Services Contract Number: #758 2100000651

Reference #2

Debbie Patterson
IT Contracts & Strategic Sourcing Manager
Statewide IT Procurement Office
N.C. Department of Information Technology
3700 Wake Forest Road
Raleigh, NC 27609
Main: 919-754-6619
Contact for Cisco ITS-400277, NC Statewide IT Contract 204X

Reference #3

Tim C. Ferguson
Chief Information Officer
Northern Kentucky University
5320 Campus Drive
Highland Heights, KY 41099 USA
859-572-5271
fergusont2@nku.edu

Criteria 5 - Other Additional Information

See UK-2550-26 Networking Supplies & Services Attachment A

Please provide any additional information that the offeror feels should be considered when evaluating their proposal. The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

Lastly, please answer the following questions:

- Describe any investments and capabilities regarding AI/ML

Cisco Response:

Cisco has made significant investments in Artificial Intelligence (AI) and Machine Learning (ML) to enhance the intelligence, automation, and security of our solutions. Our AI/ML capabilities are embedded across our portfolio—from networking and security to collaboration and observability—enabling proactive threat detection, automated remediation, network optimization, and improved user experiences.

Cisco's AI-driven technologies include advanced analytics for network insights, AI-powered security for real-time threat prevention, and machine learning algorithms that automate troubleshooting and performance management. We continue to invest in research, innovation, and strategic partnerships to advance our AI/ML offerings and deliver smarter, more adaptive solutions for our customers.

Key highlights include:

- Purpose-built AI servers with NVIDIA GPUs and AI PODs that provide scalable, secure infrastructure for AI training and inference.
- Nexus 9000 switches designed for AI/ML workloads, offering low latency, high throughput, and advanced network automation to support large GPU clusters.
- AI/ML-powered DevOps capabilities that enhance software release quality through machine learning-driven data processing and feedback loops.
- Alignment with industry AI engineering trends, supporting diverse AI methodologies and focusing on AI at the edge, cloud, cybersecurity, and human-AI collaboration.
- Development of custom silicon optimized for AI/ML, improving data center switch performance, cost efficiency, and sustainability.

- What is the average tenure of your clients (# of years a client uses your solution)?

Cisco Response:

While providing a precise "average tenure" across Cisco's vast global client base, which spans enterprises of all sizes, service providers, governments, and educational institutions worldwide, is challenging due to the sheer diversity and scale, Cisco is deeply committed to fostering long-term, mutually beneficial partnerships.

A strong testament to this commitment is our enduring relationship with the University of Kentucky. As noted in our proposal, Cisco has had a direct relationship with the University of Kentucky since 1993. This means the University has utilized Cisco solutions and services for over 30 years, demonstrating a significant and continuous partnership.

This long-standing engagement with a major institution like the University of Kentucky is highly indicative of Cisco's ability to:

- Provide consistent value and innovative solutions that evolve with client needs.
- Deliver reliable performance and comprehensive support over extended periods.
- Build trusted relationships that adapt to technological advancements and strategic requirements.

Our focus is not merely on transactional sales, but on becoming a strategic technology partner that supports our clients' growth and objectives for decades, ensuring their continued success and return on investment in Cisco technologies.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

The University of Kentucky is continuously evolving its infrastructure environment in response to the on-going transformation of the University's networking landscape. The enhanced environment should be forward-looking and promote reliability, scalability, and robustness while delivering a seamless and user-friendly experience that meets the needs of all stakeholders.

1. Procurement of new and pre-owned network, wireless, VoIP and firewall equipment
    a. Growth, refreshes and upgrades create the need to procure network, wireless, VoIP and firewall equipment.
        i. The University utilizes a variety of equipment types. Please indicate your ability to provide new and pre-owned equipment from the following vendors:
            1. Cisco Systems
            2. Dell Systems
            3. HPE
            4. Palo Alto
            5. Juniper Networks
            6. Arista Networks

Cisco Response:

Cisco will provide Cisco network, wireless, VoIP and firewall equipment, along with associated hardware and supporting services.

    b. The University will issue a quote request for equipment. UKIT expects a response to the quote request within two (2) business days or forty-eight (48) clock hours.
        i. The University of Kentucky will not request or require annual maintenance and support on every device purchased. This will be on a device-by-device basis as determined by the University.

Cisco Response:

Read and understood.

    c. Pre-owned equipment purchased should include a warranty. The duration of this warranty will be determined on per device basis.

Cisco Response:

Read and understood.

    d. The University of Kentucky desires to utilize a just in time delivery model or equivalent inventory management model.

Cisco Response:

Read and understood.

2. Technical support
    a. Offeror should provide software technical support for network, wireless, VoIP and firewall equipment 24x7x365. Note exceptions to this support in RFP response.
        i. Provide information on experience, location and knowledge of support staff in RFP.
        ii. Provide organizational structure of support organization in RFP.
        iii. Offeror should provide monthly report of support requests.
            1. This monthly report should include agreed upon metrics of the Offeror's performance (Mean resolution time, etc.)

Cisco Response:

Cisco provides 24 hours a day, 7 days a week, 365 days a year technical assistance through its globally distributed Technical Assistance Centers (TAC). Support is available online and via phone to all customers, partners, resellers, and distributors holding valid Cisco service contracts. Cisco TAC is staffed by expert engineers worldwide to ensure continuous availability and rapid response to technical issues. The TAC support is not limited to a single location but is a globally integrated service accessible from multiple regions.

For a detailed list of worldwide TAC contact numbers and locations, please refer to: https://www.cisco.com/c/en/us/support/web/tsd-cisco-worldwide-contacts.html

a. Information on Qualifications of Technical Support Staff: Cisco's technical support staff are highly qualified, experienced professionals dedicated to resolving complex technical issues efficiently. Their qualifications include:

- **Extensive Certifications:** Our team includes a significant number of industry-leading certifications, and **CCIE (Cisco Certified Internetwork Expert)** certified engineers. The CCIE certification is one of the most prestigious in the networking industry, signifying expert-level knowledge and practical skills across various Cisco technologies. Many engineers also hold other professional-level certifications such as CCNP (Cisco Certified Network Professional) and CCNA (Cisco Certified Network Associate).
- Deep Product Knowledge: Support engineers possess in-depth knowledge of Cisco's vast product portfolio, including networking, wireless, VoIP, security, data center, and collaboration solutions.
- Problem-Solving Expertise: They are skilled in advanced troubleshooting, diagnostics, and resolution of complex network incidents, leveraging sophisticated tools and methodologies.
- Continuous Training: Cisco invests heavily in continuous training and development for its support staff, ensuring they remain proficient with the latest technologies, product updates, and industry best practices.
- Global Team: Our global team comprises over 2,000 technical support experts, providing a broad base of expertise and specialized knowledge across all technology domains.

b. Organizational Chart for Your Technical Support Team: A detailed organizational chart for Cisco's global Technical Support team (TAC) is extensive and complex, involving multiple layers of management, specialized technology groups (e.g., Routing, Switching, Security, Wireless, Collaboration), regional teams, and escalation paths. Due to its dynamic nature and size, providing a comprehensive, static chart within this text response is not practical.

The Organizational Chart for the Technical Support Team structure typically includes various levels to ensure efficient issue resolution and escalation.

- Customer Support Engineers: These are the frontline technical experts who handle initial service requests.
- Team Leads: Responsible for guiding and supporting groups of engineers.

- Managers: Oversee specific technical areas or regions, such as "TAC Manager, Service Provider Automation" or "TAC Manager, Architecture".
- Directors: Provide strategic leadership for broader TAC operations.

b. Offeror should provide hardware support options in RFP response. Examples of support options could include (list is not intended to be exhaustive or required offerings):

i. 24x7x365
ii. 8x5xNext Business Day
iii. 8x5x2 hour replacement
iv. 8x5x4 hour replacement
v. 24x7x365x2 hour replacement
vi. 24x7x365x4 hour replacement

Cisco Response:

Hardware service options are detailed in the table below.

Hardware Service options	*24X7X2*		*24X7X4*		*8x7xNext Calendar Day*		*8x7xNext Business Day*	
	HW Only	Onsite	HW Only	Onsite	HW Only	Onsite	HW Only	Onsite
Advance Replacement of HW	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RMA Service Level	2HR	2HR	4HR	4HR	NCD	NCD	NBD	NBD
RMA Installation	Self	Cisco Tech	Self	Cisco Tech	Self	Cisco Tech	Self	Cisco Tech
Services Availability	7 days a week 24 hours per day				7 days a week Business Hours		Business Days Business Hours	
Includes Local Observed Holidays	Yes				Yes		No	

c. The University utilizes a variety of equipment types. Please indicate your ability to provide maintenance and support for the following vendors:

i. Cisco Systems
ii. Dell Systems
iii. HPE
iv. Palo Alto
v. Juniper Networks
vi. Arista Networks

Cisco Response:

Cisco provides maintenance and support services exclusively for Cisco products and software. Support, including technical assistance, software updates, and hardware replacement, is available only for Cisco-branded products and authorized Cisco software under valid service contracts. Cisco does not offer maintenance or support for non-Cisco products or unauthorized third-party software.

d. Please indicate support levels offered and escalation paths. Please, provide a narrative on how support is conducted normally, phone support, onsite support, etc.

i. Level 1
ii. Level 2
iii. Level 3
iv. Level 4
v. Vendor Engineering Support (if available) and process for engagement

Cisco Response:

Cisco technical support escalation paths are structured as follows:

1. **Initial Contact and Severity Levels**:
   a. Customers open a service request with Cisco Technical Assistance Center (TAC).
   b. Severity levels define the impact on business operations:
      i. Severity 1 (S1): Critical impact, product down.
      ii. Severity 2 (S2): Substantial impact, product degraded.
      iii. Severity 3 (S3): Minimal impact, partial degradation.
      iv. Severity 4 (S4): No impact, assistance with features or configuration.
2. **Escalation Process**:
   a. If unsatisfied with case progress, customers can escalate via:
      i. Cisco Support Assistant.
      ii. Webex App, Support Case Manager, or Virtual Spaces.
   b. Provide case number, escalation reason, and contact details.
   c. Escalation to a TAC Manager who reviews the case and provides an action plan.
3. **TAC Escalation Center**:
   a. Handles priority 1 and 2 issues (severe network degradation).
   b. When contacted with P1 or P2 problems, a TAC engineer automatically opens a case.
   c. Customers should have their service agreement number and product serial number ready.
   d. Toll-free Cisco TAC telephone numbers are available by country.
4. **Additional Escalation Paths**:
   a. For non-urgent issues or if needed, escalation can be requested through Webex Teams or CPQ Office Hours live support calls.
   b. Escalation levels involve specific contacts and timelines to ensure resolution.
5. **Support Engagement**:
   a. Customers can engage with Cisco Technical Support via:
      i. Online self-service tools for Severity 3 and 4 cases.
      ii. Phone or Support Case Manager for Severity 1 and 2 cases.
   b. Escalation can be requested by contacting a Team Manager or Duty Manager with the service request number and reason for escalation.

e. Provide information on existing maintenance support contracts

i. Number of devices under a support contract.

ii. Support contract mix per OEM by percentage

Cisco Response:

3847 products have existing maintenance support. Contract mix by OEM does not apply as Cisco is the manufacturer of the proposed products and services.

f. Please indicate experience working in a Healthcare environment and experience around HIPAA compliant environments.

Cisco Response:

Cisco has significant experience in healthcare, offering solutions that enhance clinical workflows, patient safety, and operational efficiency through real-time location services, secure network infrastructure, and physical security systems. Their portfolio supports healthcare digital transformation with products for routing, switching, wireless, SD-WAN, security, collaboration, and data center management.

Regarding HIPAA compliance, Cisco focuses on securing electronic protected health information (e-PHI) by enabling network access control, segmentation, and advanced threat detection. While Cisco products themselves are not certified as HIPAA compliant, they provide the necessary security features to support customers' compliance efforts.

g. Provide information on availability of offeror providing software upgrades for network equipment purchased or on a support contract.

Cisco Response:

Cisco contract solutions provide customers with entitlement to software upgrades for network equipment that is either purchased or covered under a support contract. Additionally, certain devices may be eligible for software upgrades through specialized programs. The software upgrades are available via the link on the support page (cisco.com/go/support).

3. Installation, Configuration and Technical Services

a. Provide advanced network and VoIP services such as:

i. Assistance with wired network installation, configuration and architecture design

ii. Assistance with highly technical troubleshooting of network equipment hardware and software

Cisco Response:

Cisco offers advanced installation, configuration, and technical services exclusively for Cisco-branded products and authorized Cisco software. Our offerings include:

- Assistance with wired network installation, configuration, and architecture design to ensure your network infrastructure is optimized and aligned with your business needs.
- Support for highly technical troubleshooting of network equipment hardware and software, leveraging Cisco's extensive expertise and resources to resolve complex issues efficiently.
- Advanced network and VoIP services, including project management, site surveys, deployment, cutover, training, and design review to supplement your existing staff and mitigate risks.
- Access to Cisco Technical Assistance Center (TAC) for 24/7 expert support, proactive diagnostics, and real-time alerts on supported devices.
- Comprehensive service programs such as Cisco Total Implementation Solutions (TIS) that cover installation, configuration, deployment, and ongoing technical assistance.

These services are delivered by Cisco's own experts or Cisco-certified partners, ensuring high-quality support tailored to your environment. Eligibility for these services requires valid licenses and purchase through Cisco or authorized channels, and they are focused solely on Cisco products and software to maximize performance and reliability.

b. The University utilizes a variety of equipment types. Please indicate your ability to provide installation, configuration and technical services for the following vendors:

i. Cisco Systems
ii. Dell Systems
iii. HPE
iv. Palo Alto
v. Juniper Networks
vi. Arista Networks

Cisco Response:

Cisco provides installation, configuration, and technical services exclusively for Cisco-branded products and authorized Cisco software. These services are available only when valid licenses are in place and the products are purchased through Cisco or its authorized channels. Cisco does not offer installation, configuration, or technical services for non-Cisco products or unauthorized third-party software. Eligibility for these services requires compliance with Cisco's licensing and purchase policies.

c. The university requests offerors to provide a detailed breakdown of all available training and professional development offerings. These may include, but are not limited to:

i. On-site and off-site training programs
ii. Conferences, symposiums, lectures, and conventions
iii. Hardware and software training
iv. Site visits to equipment manufacturers or vendors
v. Virtual learning options (e.g., webinars, e-learning modules)
vi. Certification and credentialing programs
vii. Hands-on workshops and technical bootcamps
viii. Train-the-trainer programs
ix. Leadership and soft skills development
x. Customized or role-based instruction
xi. Lunch and learns

Cisco Response:

Cisco Training and Professional Development Offerings

Cisco is committed to supporting higher education institutions through a robust portfolio of training and professional development solutions. Our offerings are designed to empower university IT staff, faculty, and students with the latest knowledge and skills in networking, cybersecurity, collaboration, and emerging technologies. Below is a detailed breakdown of available Cisco training and development opportunities:

i. On-site and Off-site Training Programs

Cisco provides instructor-led training at university campuses or approved Cisco Learning Partner facilities. These sessions cover a range of technologies and solutions and can be scheduled for individuals or groups.

ii. Conferences, Symposiums, Lectures, and Conventions

Cisco regularly hosts global and regional events such as Cisco Live, webinars, and technology symposiums. Universities are invited to participate, providing opportunities for networking,

learning, and engagement with Cisco experts.

iii. Hardware and Software Training

Our curriculum includes both foundational and advanced training on Cisco hardware (routers, switches, security appliances) and software (Cisco IOS, Cisco DNA Center, Webex, etc.), delivered through hands-on labs and interactive modules.

iv. Site Visits to Equipment Manufacturers or Vendors

Cisco offers opportunities for site visits to our technology centers, innovation labs, and partner sites. These visits provide firsthand exposure to product development, testing, and deployment best practices.

v. Virtual Learning Options (Webinars, E-Learning Modules)

Cisco's Digital Learning Library offers a vast array of self-paced e-learning courses, webinars, and virtual instructor-led classes accessible anytime, anywhere.

vi. Certification and Credentialing Programs

Cisco certifications—including CCNA, CCNP, CCIE, and CyberOps Associate—are globally recognized and available through approved testing centers and online platforms. These programs validate expertise and support professional growth.

vii. Hands-on Workshops and Technical Bootcamps

Cisco delivers immersive, hands-on workshops and bootcamps focused on topics such as network automation, cybersecurity, cloud, and collaboration tools, tailored to various skill levels.

viii. Train-the-Trainer Programs

Specialized programs are available to empower university staff to become certified Cisco instructors, expanding internal training capabilities.

ix. Leadership and Soft Skills Development

Cisco offers courses and resources on leadership, project management, communication, and teamwork through the Cisco Networking Academy and partner platforms.

x. Customized or Role-Based Instruction

Training pathways can be tailored to specific university roles—such as network administrators, security specialists, or faculty—ensuring relevant and practical skills development.

xi. Lunch and Learns

Cisco can facilitate informal, topic-focused learning sessions (both virtual and on-site) that encourage knowledge sharing and foster community within the university.

Attachment A. uk-2550-26attacha_Cisco



UK-2550-26 Networking Supplies & Services Attachment A

Please complete each tab. Offeror's responses should condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Criteria 1 - Offeror Qualifications	
Company mission and vision (sustainability)	Cisco's sustainability vision is centered on powering an inclusive future by building regenerative world where technology addresses global environmental challenges and fosters resilience. Its mission, encapsulated in the "Plan for Possible," aims for a positive environmental impact through ambitious goals such as achieving Net Zero greenhouse gas emissions across its value chain by 2040, including interim targets like Net Zero for global Scope 1 and 2 emissions by 2025 and a 30% reduction in Scope 3 emissions from sold products by 2030. Key pillars of this strategy include transitioning to 100% renewable electricity in all global operations by 2025, evolving to a circular economy by incorporating circular design principles into all new products and packaging by fiscal year 2025, and investing in resilient ecosystems through initiatives like the Cisco Foundation's commitment to climate solutions. Cisco also leverages its technology to help customers and partners achieve their own sustainability objectives.
Support for University's Sustainability Strategic Plan	Cisco will support UK in achieving their strategic sustainability goals through a multi-faceted approach encompassing innovative services, products, and strong partnerships. Services like Cisco Green Pay and the Takeback and Reuse Program promote circularity by incentivizing product returns for reuse or recycling, reducing e-waste and offering financial benefits. Through energy-efficient products, such as Silicon One chips and Universal Power Over Ethernet, Cisco helps clients optimize energy consumption in their networks and smart buildings, further providing tools like the Sustainability Simulator and Sustainability Data Foundation for impact assessment and reporting. Crucially, Cisco leverages partnerships with global and local entities, alongside an Environmental Sustainability Specialization for partners, to scale its impact and equip clients with the knowledge and incentives to implement sustainable practices, ultimately helping them transition to green technologies and meet environmental and sustainability targets.

Firm history, employee count, ownership	Cisco Systems, Inc. was founded in 1984 and has since become a global leader in networking and IT infrastructure solutions. Headquartered in San Jose, California, we pioneered the development of the modern internet and continue to drive innovation across security, collaboration, cloud, and network technologies. As of 2025, we employ 90,000+ people worldwide and support customers in over 100 countries. Cisco is a publicly traded company on the NASDAQ under the symbol CSCO, with a broad base of institutional and individual shareholders.
Bankruptcy, default, liens, claims or lawsuits (5 years, if any)	Cisco has never filed for bankruptcy or been in loan default. To the best of Cisco's knowledge and belief, there are no pending liens, claims, or lawsuits that would materially affect our ability to deliver on our commitments.
Contract terminations for default (5 years, if any)	To the best of Cisco's knowledge and belief, there are no terminations for default in the last 5 years.
Industry analysis and performance evidence	In the most recent Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure, Cisco was positioned as a Leader, reflecting our comprehensive vision and strong execution in delivering innovative network solutions and services.
Exclusive partnership agreements (if any)	NA

4.6 Criteria 2 - Services Defined	
Description of procurement processes (new/pre-owned equipment & services)	If awarded the contract, Cisco will appoint approved reseller partners, subject to UK approval, to handle order fulfillment through their online platforms, ensuring compliance with contract scope and pricing for both new and pre-owned equipment. Orders will be processed via Cisco or its distributors, and the Contract Management Office will oversee compliance, reporting, and documentation. This proven approach will remain unchanged from the current contract.
How do you provide notification for expiring maintenance?	Cisco proactively sends renewal notifications and offers tools like the SNTC Portal and renew.cisco.com dashboard to help customers track and manage expiring maintenance contracts, ensuring no lapse in coverage.Notifications begin well in advance of expiration, and UK could further reduce renewal complexity and risk by centralizing agreements through a services enterprise agreement, pending separate negotiation.
Support & maintenance service narrative	By utilizing Cisco's advanced support and maintenance services, the University of Kentucky can enhance the value of its technology investments, ensure best practice compliance, and maintain a secure, reliable, and high-performing network.
Service Level Agreements and achievement data	Cisco's SLAs are based on the purchased service level or warranty agreements, and we have consistently met our commitments with the University of Kentucky. When issues or escalations occur, we collaborate closely with UK and our partners, providing timely updates, exploring solutions, and allocating resources—including advanced engineering and executive support—to minimize operational impact and resolve concerns promptly.

Professional services (e.g., optimization, audits)	Cisco's Professional Services provide comprehensive support to help UK Buyers accelerate deployment, optimize network performance, and align infrastructure with university goals through expert guidance, advanced tools, and partner collaboration. Services include architecture-led planning, network optimization, lifecycle support, security integration, automation, AI-driven assurance, rapid expert support, and specialized solutions—enabling the University of Kentucky to achieve long-term value, efficiency, and scalability across its technology landscape.
24x7x365 technical assistance confirmation	Cisco offers 24/7/365 technical support through its global Technical Assistance Centers (TAC), providing expert help online and by phone to all customers with valid service contracts.
Support center locations	Cisco's worldwide support ensures continuous availability and rapid response to technical issues from any location.
Technical support staff qualifications & organizational chart	Cisco's technical support staff are highly qualified professionals with extensive certifications—including many CCIEs—deep product knowledge, advanced troubleshooting skills, and ongoing training to stay current with technology. The global team of over 2,000 experts is organized into multiple management and technical layers, with frontline engineers, team leads, managers, and directors ensuring efficient issue resolution and escalation across all technology domains.
Pre-owned equipment warranty information	Cisco offers robust warranty coverage for pre-owned equipment purchased through its Cisco Refresh Certified Remanufactured Equipment program, providing the same warranty terms and support options as new products, as well as eligibility for support contracts. In contrast, standard Cisco warranties are non-transferable and do not apply to pre-owned equipment bought outside the Cisco Refresh program.

Minimum partnerships: Cisco, Dell, HPE, Juniper, Arista, Palo Alto, Fortinet	This section is inapplicable, as Cisco is the manufacturer of the products and provider of the Smart Net Total Care maintenance services and technical and professional services offered herein and is the party submitting this response.

4.7 Criteria 3 – Financial Proposal	
Financial offer (Section 8.0 format)	Comply
Submit financials as sealed documents	Comply
Firm discounts from OEMs' price lists for products/services/maintenance	Comply, provided with response.
Pricing for services, consultation, engineering, increments	*Cisco offers a wide breadth of services as described in our responses to the Section 7.2 requirements in the Technical volume. For these categories of requirements, Cisco offers scoped services with a custom SOW and custom pricing that the University may review and approve prior to commencing any work.
Detail pricing models, consortium rates, discounts, one-time/recurring costs, alternatives	Comply, provided with response.
Additional financial commitments/activities (optional)	Cisco is interested in exploring strategic relationship options post-award, including training for technical staff, the Networking Academy for students, advisory councils, and lab facilities, all aimed at benefiting the UK community. Further details are available in Section 7.1.3.c of the Technical Response Volume.

4.8 Criteria 4 – Performance & Schedule	
Experience with new/pre-owned network, wireless, VoIP equipment	Cisco offers extensive experience and reliable solutions for both new and pre-owned network, wireless, and VoIP equipment, meeting the University of Kentucky's needs for growth and variety. As a long-standing partner, Cisco delivers cutting-edge new products and certified remanufactured equipment through the Cisco Refresh program—both backed by robust warranties and support—providing quality, flexibility, cost savings, and sustainability for the University's infrastructure.
UNEDA membership status	Cisco refurbished equipment purchased directly from Cisco or authorized resellers includes a Cisco warranty, valid licensing, and eligibility for Smart Net Total Care support, unlike gear from UNEDA sources, which lacks Cisco warranty and verified provenance. Buying from UNEDA may require extra costs for licensing and inspections if the University of Kentucky wants Cisco support coverage.
Technical support experience for network, wireless, VoIP	Cisco offers extensive technical support and maintenance for network, wireless, and VoIP equipment, including 24/7 expert assistance through its TAC, ongoing software updates, and rapid hardware replacement services backed by a global logistics network.
Experience with professional services	Cisco's certified experts have extensive experience delivering professional services tailored to higher education and public sector clients in Kentucky and globally, ensuring proven support for diverse customer needs.

Three business references (name, address, phone, permission to contact)	Reference #1 Melissa M Moore Contract & Vendor Manager Division of Project Planning and Management - Office of Education Technology Kentucky Department of Education 300 Sower Blvd. – 4th floor Frankfort, KY 40601 Phone: (502) 564-2020 Ext. 2438 Contact for Cisco KETS Network Products & Services Contract Number: #758 2100000651 Reference #2 Debbie Patterson IT Contracts & Strategic Sourcing Manager Statewide IT Procurement Office N.C. Department of Information Technology 3700 Wake Forest Road Raleigh, NC 27609 Main: 919-754-6619 Contact for Cisco ITS-400277, NC Statewide IT Contract 204X Reference #3 Tim C. Ferguson Chief Information Officer Northern Kentucky University 5320 Campus Drive Highland Heights, KY 41099 USA 859-572-5271 fergusont2@nku.edu

4.9 Criteria 5 – Additional Information	
Supplemental info for evaluation	NA
Creative approaches	NA
Supporting documentation	Comply, provided with response.
Investments/capabilities in AI/ML	Cisco has extensively integrated AI and machine learning into its solutions to enhance automation, security, and user experience across its portfolio. These AI-driven capabilities enable proactive threat detection, automated remediation, and network optimization, with ongoing investments in research and innovation to deliver smarter, adaptive solutions.
Average client tenure	A strong testament to this commitment is our enduring relationship with the University of Kentucky. As noted in our proposal, Cisco has had a direct relationship with the University of Kentucky since 1993. This means the University has utilized Cisco solutions and services for over 30 years, demonstrating a significant and continuous partnership.

5.0 Scope of Services	
Procurement ability for Cisco, Dell, HPE, Palo Alto, Juniper, Arista	Cisco will provide Cisco network, wireless, VoIP and firewall equipment, along with associated hardware and supporting services.
Quote response time: two business days/48 hours	Read and understood.
Warranty for pre-owned equipment	Read and understood.
Inventory management and delivery models	Just in time delivery model or equivalent inventory management model.
Technical support 24x7x365, staff details/locations, organizational structure	Cisco offers 24/7/365 technical support through its global Technical Assistance Centers (TAC), providing expert assistance online and by phone to all customers with valid service contracts, ensuring rapid and continuous support.
Provide support request reporting metrics	Comply.
Hardware support options	24x7x2, 24x7x4, 8X7X Next Calendar Day, 8X7XNext Business Day
Support levels and escalation path, support process narrative	Cisco technical support escalation follows a structured path based on severity levels, with customers opening cases through the TAC and escalating if needed via online tools or by contacting managers. Severity 1 and 2 issues receive immediate attention, while additional escalation and support options are available through various channels to ensure prompt resolution.
Healthcare/HIPAA-compliant environment experience	Cisco has extensive healthcare experience, providing solutions that improve clinical workflows, safety, and efficiency through secure network infrastructure and real-time services. While Cisco products are not HIPAA certified, they offer security features that help customers meet HIPAA compliance requirements.
Software upgrades for contracted equipment	Cisco contracts entitle customers to software upgrades for supported network equipment, with some devices eligible through special programs. Upgrades are accessible on Cisco's support page.

Maintenance support contracts: device count and mix	3847 Products covered under 33 unique maintenance contracts.
Advanced network/VoIP services (installation, troubleshooting, etc.)	Cisco provides advanced installation, configuration, and technical services exclusively for Cisco products and authorized software, including expert troubleshooting, project management, and 24/7 TAC support. Services are delivered by Cisco or certified partners and require valid licenses and purchases through authorized channels to ensure optimal performance and reliability.
Training/professional development: on-site/off-site, hardware/software, site visits, virtual, certification, workshops, bootcamps, train-the-trainer, leadership/soft skills, lunch & learns	Cisco supports higher education with a wide range of training and professional development options, including on-site and virtual courses, certification programs, hands-on workshops, and leadership development. These offerings empower university IT staff, faculty, and students with practical skills in networking, cybersecurity, and emerging technologies.
Optional features/services (network, wireless, VoIP, firewall)	NA

6.0 Attachments & Supporting Docs	
Certificates, partner verifications, org charts, insurance evidence, compliance docs	Insurance Evidence and Compliance Documents are attached with response.
OEM US price lists and supporting financial documentation	https://apps.cisco.com/ccw/cpc/guest/catalog/home https://investor.cisco.com/financial-information/sec-filings/default.aspx
Three reference letters	Reference #1 Melissa M Moore Contract & Vendor Manager Division of Project Planning and Management - Office of Education Technology Kentucky Department of Education 300 Sower Blvd. – 4th floor Frankfort, KY 40601 Phone: (502) 564-2020 Ext. 2438 Contact for Cisco KETS Network Products & Services Contract Number: #758 2100000651 Reference #2 Debbie Patterson IT Contracts & Strategic Sourcing Manager Statewide IT Procurement Office N.C. Department of Information Technology 3700 Wake Forest Road Raleigh, NC 27609 Main: 919-754-6619 Contact for Cisco ITS-400277, NC Statewide IT Contract 204X Reference #3 Tim C. Ferguson Chief Information Officer Northern Kentucky University 5320 Campus Drive Highland Heights, KY 41099 USA 859-572-5271 fergusont2@nku.edu
Evidence of insurance, minimum coverage	Evidence of insurance attached with response.

Attachment 1. UK-2550-26_Signed Addendum 1_Cisco.pdf

University of Kentucky
Procurement Services

REQUEST FOR PROPOSALS

UK-2550-26
Networking Products and Services
ADDENDUM # 1
9/8/2025

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RFP AND ADDENDUM MUST BE RECEIVED BY 10/2/2025 @ 3:00 P.M. LEXINGTON, KY TIME

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposals.

- This addendum moves the proposal due date to 10/2/2025.
- Please refer to and incorporate within your proposal the attached questions & answers.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Contracting Officer / (859) 257-9100

SIGNATURE

Steve Kite
Typed or Printed Name

Cisco Systems, Inc.
Authorized Signatory
September 26th, 2025

APPROVED BY LEGAL

University of Kentucky
Procurement Services
322 Peterson Service Building
Lexington, KY 40506-0005

An Equal Opportunity University

Attachment 2. Cisco Exceptions and Proposed Changes Final.pdf

Attachment 2 Cisco Exceptions and Proposed Changes

Upon award, Cisco welcomes the opportunity to negotiate contract terms that are favorable for both parties. Cisco respectfully requests the following changes to the **RFP Special Conditions** as noted below:

RFP Section 6.9. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act. Cisco respectfully requests certain changes as reflected below in Section 40 of the General Terms and Conditions.

RFP Section 6.10 Termination for Convenience. Cisco respectfully requests certain changes as reflected below in Section 7 of the General Terms and Conditions.

RFP Section 6.11 Termination for Non-Performance. Cisco respectfully requests certain changes as reflected below in Section 8 of the General Terms and Conditions.

RFP Section 6.12. Funding Out. Cisco respectfully requests the following exception to this RFP requirement as follows:

If required by applicable Commonwealth of Kentucky statute or regulation, ~~t~~The University may terminate this contract, if it does not obtain funds from the Commonwealth legislature, or other funding source are not ~~appropriated or are not otherwise available~~ for ~~the purpose of making~~ payment~~s~~ of the goods and services addressed within the resulting Contract between the University and Contractor without incurring any obligation for payment after the date of termination, regardless of the terms of the contract; however, the Contractor will be entitled to payment, determined on a pro rata basis, for goods or services performed for the period prior to the effective date of termination, to the extent that dedicated funds are available. The University will not be assessed any penalty if the Contract is terminated because of the decision of the State legislature, or other funding source, not to appropriate funds, and no refunds of pre-paid fees shall be made to the University in connection with a termination of the Contract pursuant to this section. Nothing herein shall be construed to impose a financial obligation upon the State without an appropriation, in violation of State law.

The University shall provide the C~~c~~ontractor thirty (30) calendar days' written notice of termination under this provision. Such notice of termination shall include documentation evidencing the non-appropriation event and such termination must be a total cancellation of goods and services, not a partial cancellation or reduction thereof. The University agrees that for one-hundred and twenty (120) days following such termination, there will be no replacement purchase, lease, or rental of equipment or services to be used to perform the same or similar function(s) as those performed by the goods or services being terminated pursuant to this section.

RFP Section 6.14 Assignment and Subcontracting. Cisco respectfully requests certain changes as reflected below in Section 15 of the General Terms and Conditions.

RFP Section 6.15 Permits, Licenses, Taxes. Cisco respectfully requests certain changes as reflected below in Section 19 of the General Terms and Conditions.

RFP Section 6.16 Attorneys' Fees. Cisco respectfully requests certain changes as reflected below in Section 9 of the General Terms and Conditions.

RFP Section 6.17 Royalties, Patents, Copyright and Trademarks. Cisco respectfully requests certain changes as reflected below in Section 21 of the General Terms and Conditions.

RFP Section 6.18 Indemnification. Cisco respectfully requests certain changes as reflected below in Section 5 of the General Terms and Conditions.

RFP Section 6.19 Insurance. Cisco respectfully requests certain changes as reflected below in Section 6 of the General Terms and Conditions.

RFP Section 6.22 Reports and Auditing. Cisco respectfully requests that the Quarterly Report due dates of October 20, January 20, April 20, and July 20 reflected in the chart under Section 6.22.1 be modified to October 30, January 30, April 30, and July 30 to conform with Cisco's standard business reporting practice and to allow time to obtain reporting information from Contractor resellers.

RFP Section 6.25 Personal Service Contract Policies. Cisco respectfully clarifies that fulfillment partners that act as services subcontractors will determine their own hourly rates, as applicable. Cisco can work with the University to establish not to exceed rates for fulfillment partner services.

RFP Section 6.26 Copyright Ownership and Title to Designs and Copy. Cisco respectfully requests certain changes as reflected below in Section 22 of the General Terms and Conditions.

RFP Section 6.27 University Brand Standards. Cisco respectfully requests certain changes as reflected below in Section 20 of the General Terms and Conditions.

RFP Section 6.29 Requirement for Contract Administration Fee. Cisco respectfully requests a reduction of the Contract Administration Fee from 2% to .75%. Cisco holds a NASPO Value Point (NVP) contract with the Commonwealth of Kentucky and this contract vehicle is available for Higher Education customers. The cumulative Administrative Fee for the NVP contract is .75%; matching this can help ensure Reseller participation under the University agreement. Cisco is open to discussing this matter further.

Cisco respectfully respects the following changes to the **General Terms and Conditions** as noted below:

Section 1. Definitions.

"Authorized Employees" means Contractor's employees or, in the case of HIPAA protected information, Wwork force members (as defined by 45 C.F.R. 160.103) who have a need to know or otherwise access University Data to enable Contractor to perform its obligations under this Agreement.

"University Data" means (i) content and digital assets that you provide to Cisco when using a Cisco Offer, (ii) content and digital assets unique to you generated from your use of a Cisco Offer, or (iii) data provided by you or on your behalf for ingestion into a data analytics platform in a Cisco Offer.

~~any information, in an electronic, written, or oral form, that is made available to the Contractor by the University~~. University Data includes, but is not limited to, PII, trade secrets, sales and marketing plans, financial data, supplier information, and intellectual property.

"Cisco Offer" means Cisco-branded (a) hardware, (b) use rights in software or cloud services, (c) services, and (d) incidental technology and resources.

Cisco Rationale: To conform with Cisco's standard Data Privacy and Security terms.

Section 5. Indemnification

The Contractor shall indemnify, hold ~~and save~~ harmless the University, its affiliates and subsidiaries and their officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including reasonable attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to ~~the Contractor's performance hereunder~~ a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of Contractor or its subcontractors, or the officers, directors, employees, successors and assigns of any of them. In the event that the University's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damages for which a claim of Indemnity is being asserted against Contractor hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the University, Contractor and any other party or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of contractor shall be proportionately reduced. The foregoing indemnification obligations are conditioned upon the University promptly notifying Contractor in writing of the claim, suit or proceeding for which Contractor is obligated under this Section, cooperating with, assisting and providing information to Contractor as reasonably required, and granting Cisco the exclusive right to defend or settle such claim, suit or proceeding. This clause shall survive the termination of any contract for as long as necessary to protect the University.

Cisco Rationale: *The proposed changes to Section 5 have been made to conform with Cisco's standard terms with respect to general indemnification by placing reasonable limits on Cisco's obligation and claim notification requirements which conforms with the provision in the current contract with the University.*

Section 6. Insurance

The successful Contractor shall procure and maintain, at its expense, the following ~~minimum~~ insurance coverages ~~insuring all services, work activities and contractual obligations undertaken in this contract~~. These insurance policies must be with insurers that have an A.M. Best's Rating of at least A- VIII ~~acceptable to the University~~. Insurance requirements may be modified in the Special Conditions of any solicitation document, but only if consented in writing by Contractor. In such cases, the insurance requirements of the Special Conditions shall prevail.

The successful Contractor shall procure and maintain, at its expense, the following ~~minimum~~ insurance coverages ~~insuring all services, work activities and contractual obligations undertaken in this contract~~. These insurance policies must be with insurers that have an A.M. Best's Rating of at least A- VIII ~~acceptable to the University~~. Insurance requirements may be modified in the Special Conditions of any solicitation document, but only if consented in writing by Contractor. In such cases, the insurance requirements of the Special Conditions shall prevail.

COVERAGES	***LIMITS***
Workers' Compensation	**Statutory Requirements (Kentucky)**
Employer's Liability	**$500,000/$500,000/$500,000**
Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.	**$1,000,000 each occurrence (BI & PD combined) $2,000,000 Products and Completed Operations Aggregate**
Business Automobile Liability, covering owned, leased, or non-owned autos	**$1,000,000 each occurrence (BI & PD combined)**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as Additional Insured on the Commercial General

Liability policy for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance.~~with regards to the scope of this RFP/contract~~. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees, for liabilities that fall within Contractor's indemnity obligations under this Agreement.

Cisco Rationale: *The proposed redlines have been made to conform with Cisco's insurance policies.*

Section 7. Termination for Convenience.

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Contractor may terminate the Contract at any time in whole or in part, by providing (90) days' written notice to the University. Upon receipt ~~by the contractor~~ of a "notice of termination," by a party, the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate). Notwithstanding the forgoing, if University has accepted delivery of the ordered products or services purchased under this Contract or Purchase Order, if any, the University is obligated to pay for the product or services in accordance with the

payment and return provisions of the Contract or Purchase Order. To be clear, for purchases of multi-year license term under a Contractor Buying program, the termination for convenience would become effective at the end of the multi-year commitment reflected in the contract or purchase order. Any termination under this Section 7 is subject to and in accordance with Contractor's then-current warranty and return policies and no prepaid fees shall be returned.

Cisco Rationale: *The proposed redlines have been made to create mutuality with respect to the ability to terminate the contract consistent with Cisco's current contract with the University. Additional redlines have been made to clarify that for purchases made under the contract or Purchase Order, including multi-year purchasing programs, the termination for convenience shall be effective at the end of the multi-year commitment and terminations for convenience remain subject to Cisco's warranty and return policies.*

Section 8. Termination for Non-performance:

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, ~~within the time period set forth herein,~~ or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to ~~timely~~ perform all obligations under the Contract. If Contractor is unable to provide such

adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

Cisco Rationale: *Redlines have been made to conform with Cisco standard business practice and the current contract with the University.*

Section 9. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, ~~and in the event the University prevails,~~ the non-prevailing party ~~Contractor agrees to~~shall pay all reasonable expenses of such action, including attorney's fees and costs at all stages of litigation.

Cisco Rationale: *Redlines have been made to conform with Cisco standard business practice and the current contract with the University.*

Section 10. Breach of University Data:

Contractor acknowledges and agrees that, in the course of its engagement by University, Contractor may receive or have access to University Data. Contractor shall comply with the terms and conditions set forth in this Agreement and the Business Associate Agreement between University and Contractor in its collection, receipt, transmission, access, storage, disposal, use and disclosure of such University Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of University Data under its control or in its possession by all Authorized Persons. Contractor shall be responsible for, and remain liable to, University for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of University Data as if they were Contractor's own actions and omissions. Nothing in this provision shall restrict Contractor's right to use or disclose University Data which is known to the public without breach of this provision by Contractor or is rightfully obtained without restriction from other sources.

In recognition of the foregoing, Contractor agrees and covenants that it shall:

- keep and maintain all University Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized acquisition, access, use or disclosure;
- use and disclose University Data solely and exclusively for the purposes for which the University Data, or access to it, is provided pursuant to the terms and conditions of this Agreement the Data Privacy and Security section of Contractor's Additional Terms, and Contractor's General Disclosures and Offer Disclosures available on the Contractor's Trust

Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981), and not use, sell, rent, transfer, distribute, or otherwise disclose or make available University Data for Contractor's own purposes or for the benefit of anyone other than University, in each case, without University's prior written consent;

- not, directly or indirectly, disclose University Data to any person other than its Authorized Employees, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from University unless and to the extent required by applicable law, in which case, Contractor shall (i) notify University before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to University for the actions and omissions of such Unauthorized Third Party concerning the treatment of such University Data as if they were Contractor's own actions and omissions; and
  (iii) require the Unauthorized Third Party that has access to University Data to execute a written agreement agreeing to comply with ~~the~~ terms and conditions at least as restrictive as those of the Contract, including, without limitation, executing a business associate agreement where applicable;

- abide by all applicable federal and state laws, rules, and regulations regarding privacy and confidentiality, including PII and otherwise; and

- limit the acquisition, access, use and disclosure of University Data to Authorized Persons only in the amount minimally necessary for Contractor to perform its obligations under this Agreement.

Cisco Rationale: *Proposed redlines have been made to allow Cisco to use and disclose publicly available information and incorporate Cisco's General Disclosures and Offer Descriptions and Additional Terms regarding Data use, privacy, and security.*

Section 11. Regulatory Requirements and General IT Controls:

Contractor shall implement administrative, physical and technical safeguards, as provided in Contractor's Information Security Exhibit, found in the Contractor's Trust Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981). to protect data that are no less rigorous than accepted industry practices including the International Organization for Standardization's standards: ISO/IEC 27001:2013 (Information Security Management Systems – Requirements) and ISO-IEC 27002:2013 (Code of Practice for International Security Management) and shall ensure that all such safeguards, including the manner in which data is created, received, maintained, transmitted, collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Notwithstanding the foregoing, University is solely responsible for using the security features and functionalities that Contractor makes available to the University and for ensuring its use of Contractor's Offers complies with the University's security requirements and applicable laws, including Data Protection Laws.

Cisco Rationale: *Redlines have been made to incorporate Cisco's Information Security Exhibit and to comply with Cisco's standard business practices with respect to customer responsibility for security feature use and compliance with its requirements and applicable law.*

Section 12. Auditing of University Data:

Contractor ~~represents and warrants that it~~ maintains adequate internal audit functions to ~~annually~~ assess internal controls in its environment, and to protect the security and confidentiality of any of University's data in accordance with Contractor's Information Security Exhibit, found in the Contractor's Trust Portal (https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1604543381171981). Contractor agrees to provide documentation regarding its internal controls to University upon request in accordance with Contractor's Information Security Exhibit. ~~Contractor will provide to University all internal or external audit reports, certifications, information, documentation, electronic records and data regarding Contractor's internal controls, and if requested by University, Contractor will grant University and its University agents or subcontractors, the right to audit Contractor's operations, systems and software to confirm internal controls are present and operating~~.

~~If the information presented to University regarding Contractor's internal controls is not acceptable to University in its reasonable discretion, Contractor agrees that it will undertake, at its sole cost and expense, an independent SSAE 16 Type II audit or comparable independent attestation to confirm Contractor's controls over its processes. Contractor shall present an action plan acceptable to University, to correct any and all portions of the systems, software, products, documentation, or internal controls. Contractor shall undertake all activities relating to its preparation of the action plan, and to its correction of any inadequate controls or mitigation of risks revealed by deficiencies in its internal controls at Contractor's sole cost and expense and within a reasonable time period as agreed upon by University. Should Contractor fail to provide adequate internal controls as described in the Contract, or to present an action plan acceptable to University within the mutually agreed upon time frame, University shall be entitled, in its sole discretion, to terminate the Contract with no liability whatsoever to Contractor upon written notice to the Contractor.~~

Cisco Rationale: *Redlines have been made to incorporate Cisco's Information Security Exhibit and to comply with Cisco's standard business practices with respect to audits.*

Section 13. Contractor Personnel:

Upon University request, Contractor shall be responsible, at its sole cost and expense, for conducting full background checks on any and all employees, consultants, independent contractor, or work force members (as defined by 45 C.F.R. 160.103) that Contractor intends to utilize in providing services to University. Such background checks shall cover a period of not less than five years prior to the date the background check is initiated and shall include but is not limited to the following: comprehensive review of criminal history, ~~drug test and screen, credit review, and a confidentiality agreement regarding access to University information signed by the individual~~. University will provide more detailed information about these requirements at the time of request, if applicable, and agrees that these any requests will be reasonable considering the products and services being provided under the Contract, not unduly burdensome, and will comply with law applicable to University and Contractor. At the University's sole and absolute discretion, the results of the background check ~~or drug screening~~ are unsatisfactory to University, University can refuse to accept any such proposed Consultant or personnel, and Contractor shall provide University with another Consultant, or personnel that passes the background screening and drug testing procedures to University's satisfaction at no additional cost to University.

Cisco Rationale: *The redlines provided reflect that drug test and credit reviews are not a part of Cisco's standard background screening process for its employees and require that such requirements comply with law and are reasonable given the products and services being provided under the Contract. Cisco has policy and agreements in place with its employees and contractors requiring confidentiality and does not enter customer specific agreements. Cisco is willing to work with the University to agree to background checking for its personnel that are reasonable considering the products and services being provided under the contract and any statutory requirements applicable to the University and Cisco.*

Section 14. ~~Compensable Damages for Breach:~~ Reserved.

~~The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the University.~~

- ~~Replacement costs.~~
- ~~Cost of repeating the competitive bidding procedure expenses.~~
- ~~Expenses incurred as the result of delay in obtaining replacements.~~

~~The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the University for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated~~

Cisco Rationale: Cisco respectfully takes exception to this provision in whole as such cost to cover provisions are outside of Cisco's standard terms.

15. Assignment and Subcontracting:

~~The Contractor(s)~~Neither party may ~~not~~ assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the ~~University~~the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment or subcontracting shall be void, except Contractor may assign rights to money due to a financing entity or bank. Notwithstanding the foregoing, Contractor may, with prior written consent from the University, which consent will not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under the Contract at the price discounts established in the Contract and bill Purchasers directly for such products and services.

Cisco Rationale: *Redlines to reasonably require mutuality with respect to assignment of the contract and to support utilization of the Fulfillment Partners model consistent with its current contract with the University.*

16. Contractor's Responsibility in Performing Work:

The Contractor is solely responsible for the fulfillment of the contract with the University.

Contractor and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of the University. All persons furnished or retained by Contractor in connection with any contract shall be considered employees or agents of the Contractor.

Contractor shall be responsible for ~~control~~ all Contractor employee misconduct while on the University's premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of the University and shall be permanently dismissed from the University site if found to be so.

Further, offensive language, sexual or other types of harassment of students, employees or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the University site.

Contractor shall comply with the University's tobacco-free policy. This policy prohibits the use of tobacco in or around its facilities including UK HealthCare. Additional information on this policy is available at: http://www.uky.edu/TobaccoFree/.

Contractor shall ensure that employees abide by any applicable University policies and regulations concerning behavior/conduct provided to Contractor in writing in advance of such employee's access to University premises.

Cisco Rationale: Exception made to clarify dismissal and reasonably require provision of policies in advance.

Section 19. Permits, Licenses and Taxes:

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value-added and withholding taxes, which are levied or based on such charges, or upon this Agreement. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this contract or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.

~~The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.~~

~~The c~~Contractor will be required to accept liability for payment of all of its payroll taxes or deductions

required by local and federal law for its employees including (but not limited to) old age pension, social security, or annuities.

Cisco Rationale: *The exception requested is to provide clarity with respect to prices and taxes consistent with its current contract with the university.*

Section 20. University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at https://brand.uky.edu/. ~~Non-adherence to the standards can have a penalty up to and including contract cancellation.~~ Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ukhealthcare.uky.edu/staff/brand-strategy.

Contractor strives to supply end-user products that help the University to meet their accessibility requirements. Contractor uses the Web Content Accessibility Guidelines, including WCAG 2.1 Level A & AA, as a guide, and Contractor is committed to complying with all applicable accessibility laws, including Section 508 of the Rehabilitation Act of 1973. Information about accessibility for Contractor's product and business offerings is available in Contractor's Voluntary Product Accessibility Template (VPAT) documents. For any questions or issues related to accessibility, Contractor's Office of Accessibility can be reached by email at accessibility@cisco.com or by online webform at Contact Cisco Accessibility https://cloud.path.cisco.com/contact_accessibility. ~~Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.~~

~~Where~~ If any customized web services are provided, Contractor ~~represents that it has reviewed~~shall review the University's Web Policy and all products or services will comply with its published standards provided that such Web Policy compliance is noted in the applicable Purchase Order and provided to the Contractor.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

Cisco Rationale: Cisco's proposed modifications to the accessibility requirements have been made to reflect Cisco's accessibility program standards and legal compliance. Cisco appreciates the importance of the University's brand standards; however, cancellation of the contractor for a violation of such standards is an unreasonable remedy. Additional redlines have been made to ensure that the Contractor is given reasonable access and notice with any purchase order in the event that customized web services are provided under the contract.

Section 21. Royalties, Patents, Copyrights and Trademarks:

~~The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents~~.

21.1 Claims. Contractor will defend any third-party claim against the University that the University's valid use of a Contractor Offer infringes a third party's patent, copyright, or registered trademark (the "IP Claim"). Contractor will indemnify the University against the final judgement entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the University:

(a) Promptly notify Contractor in writing of the IP Claim (but failure to promptly notify Contractor only limits Contractor's obligations to the extent it is prejudiced by the delay);
(b) Fully cooperate with Contractor in the defense of the IP Claim; and
(c) Grant Contractor the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Contractor does not have to reimburse University for attorney fees and costs incurred before Contractor receives notification of the IP Claim. University may retain its own legal representation at its own expense.

21.2 Additional Remedies. If an IP Claim prevents or is likely to prevent University from accessing or using the applicable Contractor Offer, Contractor will either get the right for University to continue using the Contractor Offer or replace or modify the applicable Contractor Offer with non-infringing functionality that is at least equivalent. If Contractor determines those options are not reasonably available, then Contractor will provide a prorated refund for the impacted Contractor Offer.

21.3 Exclusions. Contractor has no duty regarding any IP Claim to the extent based on: any designs, specifications, or requirements provided by University, or on University's behalf;

(a) modification of a Contractor Offer by University, or on University's behalf;
(b) the amount or duration of use made of a Contractor Offer, revenue University earned, or services the University offered;

(c) combination, operation, or use of the Contractor Offer with non-Contractor products, software, content, or business processes; or
(d) University's failure to change or replace the Contractor Offer as required by Contractor.

21.4 To the extent allowed by law, this section 21 states University's only remedy regarding an IP Claim against University.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

Cisco Rationale: *The proposed redlines adds and updates the third party Intellectual Property indemnity obligation of Cisco consistent with its current contract with the University.*

Section 22. ~~Copyright Ownership and Title to Designs and Copy:~~Reserved.

~~Contractor and University both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.~~

~~Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.~~

Cisco Rationale: *This section is not applicable. Cisco sells commercial off the shelf and pre-existing software/services. Cisco does not perform works for hire.*

Section 23. Proprietary Information, Data Duplication, and Disclosure:

Contractor agrees that any information disclosed from the University to the Contractor for the purpose of any contract shall be used only in the performance of the contract in accordance with Contractor's General Disclosures, to include Offer Descriptions, found on the Trust Portal: (https://trustportal.cisco.com/c/r/ctp/home.html).

A recipient of Confidential Information, as defined in this section 23, will protect that Confidential Information using at least as protective standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care.

~~Contractor~~ Recipient of Confidential Information will keep information confidential, will not disclose it to any third party except as authorized by the Owner, and will only disclose it to those within its organization or subcontractors who need to use it in performance of the Contract. Upon completion or termination of this contract, Contractor shall return all such information to the

University or make such other disposition thereof as may be directed or approved by the University.

The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.

Confidential Information is non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which:

(a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or

(b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.

~~No item furnished under this contract, or tools, plans, designs, or specifications for producing the same which have been specifically designed for or by the University shall be duplicated or used by Contractor.~~ Upon completion or termination of this contract, ~~Contractor~~ the recipient of Confidential Information shall return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the disclosure's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 23 for five years, or until Confidential Information is no longer a trade secret under applicable law. ~~all items, tools, plans, designs, or specifications to the University or make such other disposition thereof as may be directed by or approved by the University.~~

The parties~~Contractor~~ agree~~s~~ that it will not, without prior written approval of the ~~University~~other party, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use the other party~~University~~'s name in connection with ~~Contractor's~~ sales promotion or publicity without prior written approval of the ~~University~~other party.

Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor or is rightfully obtained without restriction from other sources.

Cisco Rationale: *The exception, consistent with Cisco's current contract with the University, creates a mutual obligation for the protection of Confidential Information and clarifies the manner in which information will be used by Cisco.*

Section 24. Contractor's Responsibility for Records, Audits and Reports:

Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation ~~relating to the~~ necessary to properly account for payments made for goods and services furnished ~~during any~~ under the contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. Such access will be a) with at least ten (10) business days advance written notice, b) during normal business hours, c) shall not unduly interrupt or interfere with Contractor's normal business operations, and d) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory

to Contractor. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge the Contractor for the cost of the audit and pursue appropriate reimbursement.

Contractor will be responsible for providing line item usage reports to the UK Procurement Services on a quarterly basis. Procurement Services reserves the right to request other pertinent reports.

Cisco Rationale: *Redline has been made to conform with Cisco standard business practice and the current contract with the University.*

Section 25. Non-discrimination and Equal Opportunity:

Contractor shall comply with the University's nondiscrimination policy and shall not in its operations or employment practices discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or smoker or nonsmoker status, as long as the person complies with the University's policy concerning smoking.

Contractor is subject to and shall comply with all applicable Federal, state, and local laws and regulations governing equal employment opportunity and affirmative action including, but not limited to, the Kentucky Equal Employment Act of 1978 (KRS 45.550 et. seq. of the Kentucky Revised Statutes) and the Federal requirements set forth in Titles VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; ~~Executive Order 11246 as amended;~~ The Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title II of the Genetic Information Nondiscrimination Act of 2008, as amended; and all regulations and administrative rules established pursuant to the foregoing laws.

Cisco Rationale: *Executive Order 11246 has been rescinded.*

Section 26. Contractor and Subcontractor Responsibility with Federally Funded Contracts:

Contractor shall be a "contractor," as described in 2 CFR § 200.331, to provide Contractor's commercial products and commercial services to the University. When required for a purchase under the contract, the parties will negotiate the inclusion at the order level of any federal grant provisions set forth in Appendix II to 2 CFR Part 200 (~~shall comply with~~ the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"~~. The provisions~~that may be viewed at this link) that are applicable to Contractor's provision of the offerings set forth in such order.

Contractors and subcontractors, receiving payments from the University via federally awarded contracts, shall comply with all applicable laws and regulations related to equal opportunity and non- discrimination.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a). Among other things, this regulation prohibits discrimination against qualified individuals because of race, color, religion, sex, sexual orientation, gender identity or national origin (see specifics below).

Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals based on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this, or a substantially similar, nondiscrimination clause.

(b) If applicable and required by law, Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) If applicable and required by law, Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) If applicable and required by law, Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions

for noncompliance.

(e) If applicable and required by law, Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) If applicable and required by law, Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) If applicable and required by law, ~~i~~n the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government Contracts or Federally-assisted construction Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

~~(h) Contractor will include the provisions of paragraphs (1) through (8) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

Cisco Rationale: *Cisco is submitting this bid as a contractor (as described in 2 CFR § 200.331) to provide Cisco's commercial products and commercial services to the University. Given that the not all of the requirements of Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" Cisco had redlined this provision to allow for these terms to be negotiated at the order level. Cisco welcomes the opportunity to work with the University to arrive at such applicable provisions that meet the needs of both parties.*

Section 30. General Warranties:

Contractor warrants that all goods shall conform to the standard manufacturer warranty found at https://www.cisco.com/c/en/us/products/warranty-listing.html and the Performance Standards section of the Contractor's Additional Terms. ~~specifications of the contract and shall be merchantable, free from defects (including defects in design and fit) and suitable for the intended purposes~~. Contractor further warrants that all services ~~shall conform to the specifications of the contract~~ and shall be performed in a professional and workmanlike manner. These warrantees

shall remain in effect for ~~at least one year following University's acceptance of the goods or services or for~~ the duration of Contractor's standard warranty period ~~if such period exceeds one year~~. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.

Cisco Rationale: *Cisco has redlined this provision to incorporate its standard warranties consistent with what is provided under Cisco's current agreement with the University.*

Section 31. Price Warranty:

~~Contractor warrants that the price(s) for the articles or services sold to the University hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar articles or services in similar quantities. In the event Contractor reduces its price(s) for such articles or services during the term of this contract, Contractor agrees to reduce the~~

~~prices hereof accordingly. Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without the University's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs, duties, taxes, storage, insurance, boxing, and crating.~~ If general market prices decrease for Products and Services available for sale under the contract, Contractor will use commercially reasonable efforts to decrease the costs in accordance with the price list update process agreed between the parties.

Cisco Rationale: *While Cisco understands the University's desire to receive favorable pricing, Cisco believes that its utilization of the competitive bidding process will ensure that it is receiving competitive pricing. Redlines have been made to reflect Cisco's commitment with respect to pricing consistent with its current contract with the University.*

Section 32. Final Inspection and Acceptance:

Products are deemed accepted upon receipt by the customer. All sales are final.

~~The University reserves the right to perform inspection and/or expediting of the materials and fabrication thereof at the facility of the Contractor or its suppliers at any reasonable times. All materials and services are subject to final inspection and acceptance by the University at destination, notwithstanding any prior payments or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services whichever is latest.~~

~~In addition to other remedies which may be available under law or in equity, when services are not delivered on the date agreed on by the contractor and the University, or if inferior or incomplete work is found, Procurement Services (in concurrence with the department) reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable the University, at its option may return to the Contractor any nonconforming or defective item(s), at no cost to the University, and require correction or replacement of the item(s). If the University does not require correction or replacement of nonconforming or defective item(s), Contractor shall repay such portion of the~~

~~contract price or such additional amount as is equitable under the circumstances. The rights of the University are in addition to and shall not be limited by Contractor's standard warranties.~~

Cisco Rationale: *The redlines to this section were made to conform with Cisco standard business practice and are consistent with Cisco's current contract with the University. The standard warranty provides the University with the opportunity to identify nonconforming or defective items thereby eliminating the need for an acceptance period.*

Section 33. Delivery, Transportation and Packaging:

The Contractor covenants that, if awarded a contract, the Contractor shall:

Adequately pack all commodities and equipment according to accepted commercial practice ~~and according to the packing and marking instructions stated in the contract documents or purchase order~~.

Make deliveries as stated in the contract; ~~it is understood by the~~ Contractor will make commercially reasonable efforts to have~~that all~~ deliveries ~~shall be~~ made by the end of the University's fiscal year in which the contract is awarded unless otherwise specified in a specific contract. However, the parties agree that lead times may vary. Upon request by University, Contractor will notify University whether a particular purchase order will be delivered before the end of the University's fiscal year.

Make deliveries during normal working day hours to the point or points specified in the contract documents or purchase order unless otherwise noted.

Cisco Rationale: *The redlines to this section were made to conform with Cisco standard business practice and are consistent with Cisco's current contract with the University.*

Section 34. Price Redetermination:

~~Prices quoted shall be firm and fixed unless otherwise stipulated in the Special Conditions of the Invitation For Bid. For multiple year contracts, prices shall remain firm and fixed during the initial term of the contract. At the end of the initial contract term, and at the end of each contract term thereafter, the Contractor may request a price adjustment. Such requests must be submitted in writing at least 60 calendar days prior to the end of the contract term and shall include the cause for the adjustment, the amount of change requested, and documentation to support the requested adjustment.~~

This Contract shall be on the basis of the minimum guaranteed percentage discount(s) off Cisco's then current Global Pricelist for the elements listed in this Contract. ~~Only pass through~~Notwithstanding the foregoing, list/MSRP price adjustments will be considered and any proposed price increase must be proven to be general throughout the industry. Requests for price increases must be accompanied by sufficient documentation to justify the request including, for example, certified letters from a manufacturer ~~or published price indices such as the Producer Price Index that substantiate a price increase~~.

The University Contracting Officer must agree to and approve any proposed price adjustment before

its effective date. The adjusted price(s) become effective starting with the term beginning after the approval and shall be firm and fixed for the next contract term.

Cisco Rationale: *The redlines have been made to accurately reflect that the contract shall be on the basis of minimum guaranteed percentage discounts rather than firm fixed prices.*

Section 35. Procurement Card:

The University utilizes a procurement card program as a method of payment. ~~The University assumes that all successful bidders will accept~~Payments may be made via the University's procurement card ~~as a method of payment unless a specific exception is stated in the bidder's response to the Invitation For Bid~~ to Fulfillment Partners under this contract. No additional charges may be added for acceptance of the procurement card.

Cisco Rationale: *The proposed exception has been made for consistency with Cisco's standard business practices and is consistent with Cisco's current contract with the University.*

Section 36. Freight:

The University's freight terms are F.O.B. destination, freight prepaid and allowed. ~~If shipment is indicated on the purchase order as freight prepaid and added, the Contractor will prepay the freight charges and, if mutually agreed to, add them to the invoice.~~ Separate freight invoices will not be accepted. Collect shipments will be returned at Contractor's expense unless otherwise instructed by the University.

Cisco Rationale: *The proposed exception has been made for consistency with Cisco's standard business practices.*

Section 37. Damaged or Inferior Material:

Any damages to Products will be addressed with the Return Materials Authorization (RMA) process located at https://www.cisco.com/c/en/us/buy/product-returns-replacements-rma.html and warranty provisions located at https://www.cisco.com/c/en/us/products/warranty-listing.html. ~~All damaged shipments or inferior material will be rejected by the University and immediate notification will be given to the contractor. Any rejection of delivery for damaged or inferior materials by the University must be replaced by the contractor within ten (10) working days.~~

~~When services are not delivered on the date agreed on by the contractor and the University, or if inferior or incomplete work is found, Procurement Services (in concurrence with the department) reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.~~

Cisco Rationale: *The requested redline is made to conform to Cisco's standard business practice and conforms with Cisco's current contract with the University.*

Section 38. University of Kentucky HealthCare Enterprise:

The University of Kentucky includes a clinical enterprise, UK HealthCare, which consists of the

Colleges of Medicine, Dentistry, Pharmacy, Nursing, Health Sciences and Public Health, the University Hospital Ambulatory Surgery Center, a multi-site physician group practice known as the Kentucky Clinic, and such other facilities as may be added from time to time which provide education, research, and an array of clinical programs. When providing goods or services to the UK HealthCare enterprise, the Contractor understands and agrees to abide by any and all applicable regulatory requirements unique to a clinical enterprise including, but not limited to, the following:

The Contractor ~~represents and warrants that UK HealthCare operates in accordance with a corporate compliance program and the Contractor~~ agrees to adhere to the UK HealthCare compliance standards provided to Contractor in writing, to the extent applicable to Contractor's role as a supplier of Products and Services. ~~The Contractor is informed that a copy of the compliance plan is available from the UK HealthCare Office of Corporate Compliance. Contractor acknowledges that any violation of the compliance plan can, at the sole discretion of the University; result in the immediate termination of this contract upon written notice to the Contractor.~~ The Contractor recognizes that it is under an affirmative obligation to when required by applicable law or policy to ~~immediately~~ report to UK HealthCare's Corporate Compliance Officer any actions by an agent or employee of UK HealthCare which Contractor believes, in good faith, violates any ethical, professional or legal standard.

Contractor will be required to comply with the Health Insurance Portability Accountability Act of 1996 (HIPAA) when applicable to the products and services being provided by the Contractor. As a precondition of entering into a contract with the University, the Contractor will be required, as applicable, to complete a Business Associate Agreement for the purpose of complying with the Administrative Simplification provisions of HIPAA and regulations issued pursuant thereto. A Business Associate Agreement shall be incorporated herein by reference where applicable

Contractor shall comply with any and all applicable accreditation standards promulgated by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), or such other accrediting organization as UK HealthCare is applicable, as the same now exist or are subsequently promulgated and said standards are hereby incorporated by reference.

~~In the event that the Contractor provides any patient care services as part of its duties under the contract, Contractor shall require any employee or subcontractor to meet and maintain any credentialing standards determined by UK HealthCare in its reasonable discretion to be applicable.~~

~~In the event that Contractor provides any patient cares services as part of its duties under the contract, Contractor shall maintain professional liability insurance in a minimum amount of $1,000,000 per person and $3,000,000 per occurrence on its employees providing said services and require any subcontractor providing said services to maintain such coverage.~~

Cisco Rationale: *The proposed redlines are to conform with Cisco's standard business practices and to reasonably limit the language of this provision to those that that apply to Cisco and the products and services being provided.*

Section 39. Payment Card Industry – Data Security Standard Requirements (PCI-DSS):

To the extent Contractor processes applicable information, Contractor shall be required to comply with the Gramm-Leach-Bliley Act (GLBA). To the extent any purchase includes services, including

support, such that the provider of the service (defined in the GLBA as "Service Provider") may receive "customer information" through the course of contracted activities with the University, Service Provider agrees to the following additional terms and conditions:

(a) Throughout the term of this Agreement, Service Provider shall implement and maintain "appropriate safeguards", as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information," as that term is defined in 16 C.F.R. § 314.2(b), received by Service Provider pursuant to this Agreement.

(b) Service Provider shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of this Agreement, Service Provider shall destroy all records, electronic or otherwise, in its or its agents' possession that contains such customer information and shall deliver a written certification of the destruction to the University.

(c) Service provider consents, upon reasonable advance notice, and no more than once a year, to University's right to conduct an on- site audit for the sole purpose and to the extent required only to review ~~of~~ Service Provider's security program compliance with this contract. Such audit will be during normal business hours.

(d) Notwithstanding any other provisions of this Agreement, University may terminate this Agreement for cause if Service Provider has allowed a material breach of its security program, if Service Provider has lost or materially altered customer information, or if the University reasonably determines that Service Provider's security program is inadequate.

(e) ~~Service Provider shall defend, indemnify, and hold harmless University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by Service Provider's negligence, intentional acts or omissions, or any loss or material alteration of customer information~~Reserved.

(f) Subject to a limitation of $100,000, Service Provider shall reimburse the University for ~~any~~reasonable, foreseeable direct damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information, to the extent such costs were the direct result of Contractor's material breach of the contract or applicable law.

Contractor hereby agrees as follows:

(a) To the extent Fulfillment Partner accepts payment card information, Contractor shall be responsible for confirming that Fulfillment partner maintains the security of cardholder data that it possesses, even temporarily, including any functions relating to storing, processing, and transmitting of cardholder data on behalf of the University of Kentucky. ~~In the case of a payment processing system and/or equipment purchased from Contractor that is covered by PA DSS (Payment Application Data Security Standard), Contractor warrants and represents that its~~

~~software and/or equipment shall not impede the University's PCI DSS (Payment Card Industry Data Security Standard) compliance efforts. In the event that Contractor's software and/or equipment does impede such efforts, the University may, in its sole discretion, upon thirty (30) days' notice and opportunity to cure, terminate this Agreement, with any prepaid amounts refunded to University on a pro-rata basis.~~

~~(b) Contractor warrants and represents that, as of the effective date of this Agreement, it has complied with all applicable requirements for validation and compliance with the PCI DSS (Payment Card Industry Data Security Standard), as appropriate for its Service Provider level.~~ Contractor agrees to supply the current status of its PCI DSS compliance~~, and evidence of its most recent validation of compliance, upon execution of this Agreement~~. Further, Contractor must supply to the University a new status report ~~and evidence of validation of compliance at least annually and~~ upon request by the University. ~~Contractor will immediately notify the University if it learns that it is no longer PCI DSS compliant and will immediately report to the University the steps being taken to remediate the non- compliance status. In no event should Contractor's notification to the University be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant. Failure to maintain PCI DSS compliance shall be a breach of contract and the University may, at its sole discretion, terminate this Agreement if Contractor does not become compliant within thirty (30) days, with any prepaid amounts refunded to University on a pro-rata basis.~~

~~(c) Contractor warrants and represents that, as of the effective date of this Agreement; it has complied with all applicable requirements for validation with the PA DSS (Payment Application Data Security Standard) for its payment processing system. Contractor agrees to supply evidence of its most recent validation upon execution of this Agreement. Further, Contractor agrees to maintain PA DSS validation for the installed payment processing system version throughout the term of any maintenance agreement with the University. If the PA DSS validation deadline for the payment system lapses, Contractor acknowledges that it shall be in breach of this Agreement and the University may, at its sole discretion, terminate this Agreement if Contractor does not become compliant within thirty (30) days, with any prepaid amounts refunded to University on a pro-rata basis.~~

~~(d) While doing business in University facilities or on its property, if credit card payments will be processed over the internet via the Contractors own system and/or equipment and through its own merchant account, Contractor will provide its own internet connection to process such payments and will not be permitted to use the University network and equipment.~~

Cisco Rationale: *The proposed redlines have been made to reflect that Cisco does not sell payment processing equipment; Cisco does not take payment card information as payment only goes to Order Fulfillment Partners and to reflect Cisco's standard business practice.*

Section 40. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act:

~~To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated~~

~~third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.~~

Cisco Rationale: *Cisco has agreed to comply with applicable laws in Section 4 of these General Terms and Conditions. Security Breach provisions are included in the Cisco Information Security Exhibit.*

Section 41. Disaster Recovery:

Cisco will maintain business continuity and disaster recovery plans for its Facilities. Cisco will review and test those plans periodically, but no less than annually. ~~At the University's request, Contractor shall prepare and submit to University for its acceptance and approval, a comprehensive disaster recovery and business resumption plan, detailing Contractor's in- place procedures for daily back-up of data and systems, storage and protection of back-up media, and contingency plans and other details regarding Contractor's disaster recovery and business resumption plan.~~

~~At least as often as once per year and at Contractor's sole cost and expense, Contractor will undertake a comprehensive test of its disaster recovery and business resumption plans. Contractor will share all records, reports, internal or external audits, documentation, and all other materials regarding such testing with University~~.

~~• Source Code Escrow~~
~~Contractor agrees that if Contractor is licensing, selling, renting, leasing or otherwise providing any software to University, or creating, modifying, customizing or developing any software for University under the Agreement, that Contractor will at all times during the Term of the Agreement, at its sole cost and expense, maintain the source code (and any and all updates, enhancements, changes or additions thereto) for such software in escrow, with a third party escrow agent acceptable to University.~~

~~Contractor agrees that the source code shall be placed in escrow and released to University in the event that Contractor fails to meet its obligations to University under the Agreement, fails to support the software as required under the Agreement, materially breaches the Agreement, or suffers an event of bankruptcy (collectively "Release Events").~~

- Encryption

Cisco will maintain policies that cover (i) the use of cryptographic technologies, including key and certificate lifecycle management, cryptographic algorithms, and cryptographic strength (e.g., key length), and (ii) the use of cryptographic controls to protect University Data in transit and at rest.

Cisco maintains measures to protect the exchange or transmission of University Data between information systems that constitute the cloud service. Measures for securing the exchange of information may include email encryption, provisioning of secure network protocols and interfaces, or features and functionality that support "data in transit" encryption (e.g., communication encryption protocols, server-to-server authentication, certificate authentication). University assumes responsibility for any data transfer once it is outside of Cisco controlled systems (e.g., data being transmitted outside the firewall of the Cisco data center). Cisco recommends that University enable, and University are responsible for enabling, encryption of University Data in transit between your network and the Cisco information systems, where applicable.~~Contractor agrees to ensure the confidentiality and integrity of University Data in storage and in transit through the implementation of strong encryption controls that are acceptable to the University. If Contractor determines that strong encryption of University Data is not appropriate, Contractor must apply compensating controls, approved by University, to ensure the confidentiality and integrity of University Data and document the rationale for the approach taken.~~

- Retention

~~Immediately u~~Upon termination, cancellation or expiration of the Agreement for any reason unless Contractor is otherwise instructed by University, or upon University's written request at any time, without undue delay Contractor shall return, make available for return or securely delete or permanently render unreadable or inaccessible existing copies of the University Data; unless continued retention and processing is required or is permitted by applicable data protection laws and/or mandatory applicable law. At University's request, Contractor will give University confirmation in writing that it has fully complied with this section regarding Retention or provide a justification as to why such compliance is not feasible~~remove and destroy any and all University Data in whatever form or medium in Contractor's possession or control of Contractor or its agents or subcontractors, and certify such complete and full return or removal and destruction of all University Data in writing~~.

Contractor agrees to retain data for the appropriate statutory requirements. Contractor further agrees to extend to the retained data any and all protections, limitations, and restrictions contained in the Contract and any addenda or exhibits thereto and the Business Associate Agreement between University and Contractor, and to limit any further uses and disclosures of the retained data to the purposes of the appropriate statutory requirements for so long as Contractor retains University Data. Contractor agrees that any retained data will be destroyed at the expiration of such period according to University's direction.

Contractor's obligations under this Section shall survive the expiration or termination of this Agreement for any reason.

- Offshoring

Contractor shall provide the University with information to enable the State to procure products and services that do not ~~shall not transmit, export, download,~~ store, process, or transfer ~~maintain~~ any non-public University Data beyond the borders of the United States of America, including for back-up and disaster recovery purposes. Specifically, regarding Customer Content, as such term is defined in the General Disclosures available at https://trustportal.cisco.com. The University may have the option as offered by the Contractor, to choose products and services with the option to store or process data wholly within the United States. Such choice will be at the University's cost and done solely at the direction of the University. The Contractor may permit its personnel and

subcontractors offshore access to the data, as long as the data remains onshore.

Cisco Rationale: *With respect to "Disaster Recovery," Cisco's disaster recovery plan is embodied in the Global Business Resiliency Program and is confidential and for internal reference only. Information regarding this program can be found here: https://www.cisco.com/c/en/us/about/business-continuity.html The Source Code Escrow, Encryption and Retention provisions have been redlined to conform with Cisco's standard business practices. With respect to Offshoring, Cisco's proposed language provides flexibility so the broadest selection of products can made available for purchase under the contract.*

Cisco Additional Terms and Conditions

Cisco respectfully requests the following additional terms be added to the contract:

For all of the following terms, references to "You" or "Your" shall refer to the University and "Cisco" to the Contractor.

Scope and applicability

- These terms (the "General Terms") are incorporated into the Contract and govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms, Offer Descriptions, and Service Descriptions applicable to Your Order. Capitalized terms are defined below.
- You agree to these General Terms by accessing or using a Cisco Offer, finalizing Your Order, or through Your express agreement, whichever happens first. These General Terms apply independently of any contract You may have with a Cisco Partner.

Use Rights

- License and right to use. Cisco grants You, for Your direct benefit, a non-exclusive:
  (a) license to use Software and Cisco Content; and
  (b) right to use Subscription Offers, including Cloud Services;

in accordance with Your Order, these General Terms, or as otherwise agreed in writing (collectively, "Use Rights"). Your Use Rights are non-transferable (except as permitted under the Transfer Policies).

- Limits on use. You may not:
  (a) transfer, sell, sublicense, monetize, or provide the functionality of any Software, Cloud Services, Subscription Offers, or Services to any third party, except as authorized by Cisco;
  (b) use the Software or Services on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  (c) remove, change, or conceal any product identification, copyright, proprietary, or intellectual property notices, or any other marks from any Cisco Offer;
  (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- Acceptable use. Your access or use of Software, Services, or Subscription Offers must not:
  (a) violate applicable laws or the rights of any third party; or
  (b) impede or interfere with the security, stability, availability, or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing, or distribution of malware).
- Suspension. Cisco may suspend Your access to Software, Services, or Subscription Offers if it reasonably

believes that You or an Authorized User have materially breached the provisions regarding Limits on use or Acceptable use.

- Use by third parties. If You permit Authorized Users to access Cisco Offers on Your behalf:
  (a) You will make sure all Authorized Users comply with these terms; and
  (b) You are liable for any breach of these terms by an Authorized User.
- Interoperability requirements. If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and other independently created programs on terms that reasonably protect Cisco's proprietary interests.
- Use with third-party products. Cisco does not support or guarantee integration with third-party technologies or services unless they are included as part of a Cisco Offer or mutually agreed in writing.
- Changes to Subscription Offers. Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- Maintaining Cloud Services. Cisco may occasionally perform maintenance of its Cloud Services, which may disrupt the performance or availability of affected Cloud Services. Cisco will provide advanced notice of maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Cloud Services.
- Open-source technology. Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at Cisco's Open Source webpage. If You use Cisco Offers according to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

Trial Offers

- Accessing Trial Offers. Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, alpha, beta, controlled availability, or other similar basis (paid or free-of-charge) ("Trial Offer"). You may only access or use the Trial Offer for the period specified ("Trial Offer Period") and under any additional terms specified by Your Approved Source in writing. If no Trial Offer Period is specified, You may only access or use the Trial Offer for 60 days after the Trial Offer is available to You. Trial Offers may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Trial Offer in a production environment.
- Ending Trial Offers. At the end of a Trial Offer Period, You will promptly Return the Cisco Offers as described in the Trial Offer terms. Your Approved Source may change or terminate a Trial Offer at its discretion with reasonable notice.
- Continued use and disclaimer
  (a) If You continue accessing a Trial Offer after a Trial Offer Period or fail to Return a Trial Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
  (b) Unless agreed by Cisco in writing or required by law, Trial Offers are provided "AS-IS" without any express or implied warranties.

End of life

- Notification. Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products or End of Sales Services Announcements webpages.
- Prepaid Cloud Service. If Your Approved Source prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide a generally available alternative offer, or (b) if Cisco is unable to reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service in accordance with applicable law.
- Credit. Credits issued related to End of Life, Prepaid Cloud Service are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only toward the

future purchase of Cisco Offers.

Orders; Paying Your Approved Source

- Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, University shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. University shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

- Any contingencies on University's Purchase Orders are not binding upon Contractor. The terms and conditions of the contract prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from University to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.

- All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (I 0) days from receipt, or within three (3) business days, if orders are placed electronically.

- University may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (I 0) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by University less than ten (I 0) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (I 0) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.

- University may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Master Services Agreement attached hereto, as well as the then-current terms of service offerings set forth on Contractor's website at http://www.cisco.com/legal/services.html.

- Contractor reserves the right to subcontract services to a third party maintenance organization to provision services for University. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL:http://www.cisco.com/c/en/us/products/eos-eol-policy.html.

- University may make a last-time purchase of such products as set forth in such policy.
- You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program. To the extent allowed by law, Orders are non-cancellable.

Data use, privacy and security

- Cisco will collect, access, use, and process Your Data as set out in:

(a) these General Terms;

(b) Offer Descriptions;

(c) Service Descriptions;

(d) Disclosure Documents; and

(e) as allowed by applicable law.

- In addition, Cisco respects and will process Personal Data, according to:

(a) the Data Processing Terms for Personal Data (which are incorporated by reference);

(b) the Disclosure Documents applicable to Personal Data and the relevant Cisco Offer; and

(c) privacy and data protection laws applicable to Cisco Offers.

- Cisco protects Your Data in accordance with our Information Security Exhibit.

Ownership of intellectual property

- Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You retain ownership of Customer Content, and Cisco retains ownership of Cisco Offers and Cisco Content.
- Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

Performance standards

- Service **Level Terms.** Cisco Offers will comply with applicable Service Level Terms, as set out in the corresponding Offer Description or Service Description.
- Warranties. To supplement the General Warranty section of Section 30 of the Contract, Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the Use Term; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.	✓	✓	✓	
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓	
Cisco warrants that the Cisco Offer is free from defects in material and quality workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.	✓			
Cisco warrants that the delivery of the Cisco Offer will be performed in a professional, proficient manner and in material compliance with the applicable Service Description.				✓

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

- Qualifications

(a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section regarding Performance Standards). This section regarding Performance Standards applies only to the extent allowed under applicable law.

(b) This section regarding Warranties does not apply if Your breach of these General Terms contributes to the breach of warranty, or if the Cisco Offer:

(1) has not been used according to its Documentation;

(2) has been altered, except by Cisco or its authorized representative;

(3) has been subjected to abnormal or improper environmental conditions, accident, or negligence, or
installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;

(4) is provided under a Trial Offer; or

(5) has not been provided by an Approved Source.

(c) Your sole remedy for breach of a warranty under this section regarding Warranties is, at Cisco's option, either:

(1) repair, reperformance, or replacement of the applicable Cisco Offer; or

(2) a refund, in exchange for the Return of the non-conforming Cisco Offer and subject to applicable law, of either:

(A) the fees paid for Use Rights in the non-conforming Software;

(B) the fees paid for the period in which the Subscription Offer or Service did not conform less any amounts paid or owed under Service Level Terms; or

(C) the fees paid for the non-conforming Hardware.

(d) Except as provided in this section regarding Warranties, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted, or error-free.

Liability

- Excluded liability. Neither party is liable for:

(a) indirect, incidental, reliance, consequential, special, or exemplary damages; or

(b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure, or delay in delivery (in all cases, whether direct or indirect).

- Liability cap. Each party's entire liability for all claims relating to these terms will not exceed the fees paid or payable to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- Unlimited liability. Nothing in this section regarding Liability limits or excludes liabilities that may not be excluded or limited under applicable law, or for:

(a) bodily injury or death resulting directly from the other party's negligence;

(b) fraudulent misrepresentation or wilful misconduct;

(c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);

(d) failure to pay for Cisco Offers;

(e) misuse or misappropriation by a party of the other party's intellectual property rights; or

(f) failure to comply with export control obligations.

Termination

- Termination for Compliance with Laws. Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- Effect of termination or expiration. Cisco will cease providing Services, and You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon

termination of an Order.

General provisions

- Survival. The termination or expiration of these terms will not affect any provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: paying Your Approved Source, confidentiality, privacy and security, ownership of intellectual property, intellectual property indemnity, performance standards, liability, termination, and the general provisions.
- No agency. These terms do not create any agency, partnership, joint venture, or franchise relationship.
- Third party beneficiaries. These terms do not grant any right or cause of action to any third party.
- Use records. You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12- month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- Compliance with laws

  (a) General. Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).

  (b) Trade Compliance. Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the General Export Compliance webpage.
- Notice. Unless provided in these terms, applicable Offer Description, Service Description, or an Order, notices to Cisco:

  (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com; and

  (b) are considered effective:

  (1) upon delivery, if personally delivered;

  (2) the next day, if sent by overnight mail;

  (3) 3 business days after deposit, postage prepaid, if mailed; or

  (4) the same day receipt is acknowledged, if sent by e-mail.

Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

- Force majeure. Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism, or the stability or availability of utilities (including electricity and telecommunications). The affected party will make commercially reasonable efforts to mitigate the impact of the force majeure event.
- No waiver. Failure by either party to enforce any right under these terms will not waive that right.
- Severability. If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- Entire agreement. These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings, or agreements (whether written or oral).
- Translations. Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.

Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	As defined in the General Disclosures found on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) Services, and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator, or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco via the internet that provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the General Disclosures found on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Customer Systems Information	As defined in the General Disclosures found on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Data	Personal Data, Customer Content, and Customer Systems Information.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement, or terms agreed between You and Cisco covering the same scope.
Disclosure Documents	General Disclosures and Offer Disclosures describing each type of Data that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Your Data available at the Information Security Exhibit (https://trustportal.cisco.com/c/r/ctp/trust-portal.html%23/1604543381171981) webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software, or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Offer Descriptions and Supplemental Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that may be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal

	Data is on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html)webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Offer Disclosure	The specific data handling and security control disclosures applicable to a Cisco Offer available on the Trust Portal (https://trustportal.cisco.com/c/r/ctp/home.html) webpage.
Regional Terms	Supplemental Terms that apply to Your access to, and use of, Cisco Offers if You are located in certain geographic locations with materially different requirements, available at Offer Descriptions and Supplemental Terms (https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html) webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Description	A document published by Cisco as a 'Service Description' that has more information or related terms specific to a Service, available at the Service Descriptions (https://www.cisco.com/c/en/us/about/legal/service-descriptions.html) webpage.
Service Level Terms	The service level agreement or service level objective applicable to a Subscription Offer or Service (if applicable) as set out in the applicable Offer Description or Service Description.
Services	Cisco-branded services as set out in the applicable Service Description.
Software	Cisco-branded computer programs, including Upgrades and firmware as generally available on the Price List.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy (https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Cisco_Software_Transfer_and_Relicensing_Policy.pdf) and the Software License Portability Policy (https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Software_License_Portability_Policy_FINAL.pdf).
Trial Offer	As defined in section regarding Accessing Trial Offers.
Trial Offer Period	As defined in section regarding Accessing Trial Offers.
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section regarding License and right to use).

Attachment 3. cisco-professional-liability

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cisco Systems, Inc.
170 West Tasman Drive
San Jose CA 95134-1706 USA

COVERAGES **CERTIFICATE NUMBER:** 570111610460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			074178705 E&O/Cyber Claims Made	04/01/2025	04/01/2026	Spec Prof Liab Limit Media Content Liab. Security Privacy Lia	$5,000,000 $5,000,000 $5,000,000

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

Evidence of Insurance. E&O includes Security Privacy Liability and Media Liability coverage parts and includes coverage for Cyber Liability risks. RE: Requestor ID# 71388.

CERTIFICATE HOLDER

Cisco Systems, Inc.
170 West Tasman Dr.
San Jose CA 95134-1706 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570111610460

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Attachment 4. cisco-evidence-of-insurance-2025-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: Laura Malasig (415) 269-6280
CN101196625-STND-GAWU-25-26 WC EOI

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : N/A	N/A
INSURER C : American Zurich Insurance Co.	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CISCO SYSTEMS, INC.
ATTN: DAVID NAMYST
170 WEST TASMAN DRIVE
SAN JOSE, CA 95134

COVERAGES **CERTIFICATE NUMBER:** SEA-003879202-08 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** [ ] [ ] CLAIMS-MADE [ ] OCCUR [ ] Tort Contractual Liability [ ] Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLO 8298500 18	08/01/2025	08/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Symbol 10 [ ]			BAP 8298460 19 See CA9954 Form attached symbol 10.	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		WC 8298045 26 (AOS) WC 8298046 26 (Retro) 'No WC Coverage: WA, OH, ND, WY'	08/01/2025 08/01/2025	08/01/2026 08/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance only.

CERTIFICATE HOLDER

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134

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

Marsh Risk & Insurance Services

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: CISCO SYSTEMS, INC.
Endorsement Effective Date:

Section I – Covered Autos in the Business Auto and Motor Carrier Coverage Forms and **Section I – Covered Autos Coverages** in the Auto Dealers Coverage Form are amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
For use with the Business Auto Coverage Form		
10	**=**	ANY "AUTO", EXCEPT HIRED AUTOS INCLUDED UNDER THE CORPORATE RENTAL CONTRACTS ENTERED INTO BETWEEN CISCO SYSTEMS, INC. AND RENTAL COMPANIES HERTZ AND ENTERPRISE/NATIONAL UNDER POLICY NUMBER BAP 8713199-06.
For use with the Auto Dealers Coverage Form		
32	**=**	

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Symbol	Description Of Covered Auto Designation Symbols	
For use with the Motor Carrier Coverage Form		
72	**=**	
73	**=**	

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