

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

971



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
December 10, 2012

SUBJECT: Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County, and authorize the Chairman to sign the agreement;
2. Approve Resolution 2012-251 to authorize the execution and delivery of a Master Equipment Lease/Purchase Agreement dated December 18, 2012 and separate lease schedules;
3. Authorize the Purchasing Agent to sign any ministerial amendments, as approved by County Counsel, that do not make any substantive changes to the Agreement;
4. Approve Cisco as the standard County solution for a Converged Network, which includes voice, video, wireless and data; and,
5. Direct RCIT to return to the Board for approval and execution of the award for equipment purchase and installation within 30-days.

Kevin K Crawford
Kevin K Crawford
Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	13/14

SOURCE OF FUNDS: RCIT Operating Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Serena Chow*
Serena Chow

FORM APPROVED BY COUNTY COUNSEL
 BY: *Next to me 12/11/12* DATE
 HEAL R. KIPNIS
 Departmental Concurrence
 M. Magyshell
 Bob Howdyshell
 Dir. PURCHASING/FLEET
 Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Riverside County Information Technology

Form 11: Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

Date: December 10, 2012

Page 2

BACKGROUND:

The current Aastra PBX phone system is in need of a major software and hardware upgrade to extend its useful life. Rather than investing in an aging system, the CEO directed RCIT to review the possibility of implementing a Voice over Internet Protocol (VoIP) solution.

In response to this directive, RCIT solicited the assistance of the Information Technology Officer Committee (ITOC), comprised of information technology representatives from county departments, to meet with VoIP providers to understand their various systems. A committee convened over several months and met with various vendors to review product information and demonstrations of the VoIP systems. RCIT executive management thereafter met with vendors for a secondary review. After various meetings, live product demonstrations, and a due diligence budgetary review, it was determined that Cisco would provide Riverside County with the most cost effective converged telecommunications network solution. Cisco equipment currently supports the majority of the county's enterprise network thereby reducing the overall project cost.

A new Cisco IP Communication solution will replace all county phones, analog equipment, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers and existing wireless equipment while reducing current county maintenance and system management costs. In addition, new communication features such as video, wireless, and mobility applications will be available. New communications features will provide the county with new ways to communicate more efficiently, reducing travel and overhead costs. Also the IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems that will provide high availability and geographical redundancy for critical voice applications.

The new system will provide users with standard phones with similar functionality they have today and capabilities of much more. If departments opt for a higher end telephone with additional capabilities such as video, the department will pay the cost differential. The converged network solution will:

1. Replace all non-Cisco networking, as well as some end-of-life Cisco equipment in CoRNet;
2. Replace all wireless equipment, as well as provide for wireless access at all county facilities above 5 people;
3. Provide video capabilities to all end users; and
4. Additionally, the agreement includes a complete network assessment and the final design will include any changes or upgrades to meet best practices or standards.

As all Cisco equipment is purchased through county awarded vendors, Purchasing released the attached Request for Quote (RFQ) for pricing on the converged network solution. RCIT will return to the Board for approval and execution of the award within 30-days.

Riverside County Information Technology

Form 11: Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

Date: December 10, 2012

Page 3

BACKGROUND: (Continued)

As the cost of implementing a converged network is significant, it will need to be spread over time. RCIT requested a financing solution that would fit within our budgetary constraints. Cisco has provided a lease arrangement through the Banc of America Public Capital Corp that spreads the cost of a converged network system over seven (7) years at zero percent (0%) financing. However, in order to secure the zero percent financing, we must execute the lease agreement before the end of the calendar year.

Based on budgetary estimates, RCIT is requesting a financed amount of \$16 million. This amount will allow for implementation of the converged network (data, video, wireless and telephony), provide a project contingency, and provide for special requested Cisco equipment of Departments. The amount will also allow us to fund another RFP currently out for a 3-Tiered DMZ implementation.

RCIT requested that the finance structure allow for lower payments for the first two years of the lease as these will be the most fiscally challenging for the county. The first lease payment will commence in July 2013. The lease cost of the VoIP implementation will be offset by the cost savings achieved by terminating our maintenance and support costs for the old telephone system.

Price Reasonableness:

RCIT recommends approval of the zero percent financing instrument that Cisco has arranged through Banc of America Public Capital Corp. The County's approved financing institution cannot match the zero percent financing.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

25588

Tracking Number for
Internal Use Only

REQUESTED PURCHASE:	VOIP CONVERGED NETWORK
DEPARTMENT/AGENCY:	RCIT/ICB
CONTACT NAME/PHONE:	VEVA HARGUINDEGUY 486-7710
PURCHASE REQUEST:	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT
PURCHASE TYPE:	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
DESCRIBE REQUESTED PURCHASE	<p>Master Equipment Lease/Purchase Agreement with Cisco Systems, Inc. for the purchase and implementation of a voice, video, wireless and data Converged Network.</p>
BUSINESS NEEDS ADDRESSED	<p>The current Aastra PBX phone system is in need of software and hardware upgrades to extend its useful life. Rather than investing in an aging telephone system, the recommendation is to move forward with a complete converged network solution that includes voice, video, wireless access points and data.</p> <p>The new Cisco IP Communication solution will replace all county phones, analog lines, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers and existing wireless equipment while reducing current county maintenance and system management costs. In addition, new communication features such as video, data, and mobility applications will be available. New communications features will provide the county with new ways to communicate more efficiently, reducing travel and overhead costs.</p> <p>The IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems located at the CAC and Alessandro communications center. This will provide high availability and geographical redundancy for critical voice applications.</p> <p>The new system will provide users with standard phones with similar functionality they have today and capabilities of much more. If departments opt for a higher end telephone with additional capabilities such as video, the department will pay the cost differential. The converged network solution will:</p> <ol style="list-style-type: none"> 1. Replace all non-Cisco networking, as well as some end-of-life Cisco equipment in CoRNet; 2. Replace all wireless equipment, as well as provide for wireless access at all county facilities above 5 people; 3. Provide video capabilities to all end users; and 4. Additionally, the agreement includes a complete network assessment and the final design will include any changes or upgrades to meet best practices or standards. <p>Cisco has provided Riverside County a lease agreement arrangement through the Banc of America Public Capital Corp that spreads the cost of a converged network system of \$15 million over seven (7) years at zero percent financing. Additionally, the finance structure will allow for lower payments for the first two years of the lease as these will be the most fiscally challenging for the county. The lease cost of the VoIP implementation will be offset by the cost savings achieved by terminating our maintenance and support costs for the old</p>



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

telephone system. Also included in the not-to-exceed \$15 million includes:

1. All implementation costs; and
2. \$1 million in contingency to address any unknown infrastructure issues that are found during implementation.

ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? NO YES UNKNOWN

BUSINESS CRITICALITY
 Run the business
 Grow the business
 Transform the business

BUSINESS IMPACT (SELECT ALL THAT APPLY)
 Support current operations
 Reduce Expenses
 Improve Customer Service
 Improve Operational Efficiencies

BUSINESS RISKS

Financial:

Operational: The current Aastra PBX phone system is in need of software and hardware upgrades to extend its useful life. Rather than investing in an aging telephone system, the recommendation is to move forward with a complete converged network solution that includes voice, video, wireless access points and data. Upgrading the current system will not be cost effective; the new VoIP system will provide cost savings.

Customer: Minimal disruption in service to the customer at implementation.

ALTERNATIVE SOLUTIONS

1. [Solution]
2. [Solution]
3. [Solution]

TRANSACTION Cash Purchase Lease Purchase Lease Years: 7

PURCHASE COSTS	COST BENEFIT ANALYSIS			
		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
Hardware:	Current Annual Cost			
Software:	Ongoing Annual Cost			
Labor:	Annual Cost Savings			
	Net Annual Savings			
	Project Implementation Cost			
	Project Payback Period? yrs			

TOTAL COST: NOT TO EXCEED \$15,000,000

Department Head Signature: _____ Date: _____

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
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By: <i>Wesley P. Colvin</i>	Date: <i>12/4/2012</i>
Chief Information Officer Signature: <i>[Signature]</i>	Date: <i>4 Dec 12</i>

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *[Signature]* Date: *5 Dec 12*

TSOC explanation for denied requests:

****NOTE:** As of December 12, 2012, the TSOC Board voted via email to approve the increase of the Master Agreement with Banc of America from \$15 million to \$16 million.

Master Lease/ Purchase Agreement (State and Municipal)

Master Agreement Number: 3127187

The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to the Lessor, BANC OF AMERICA PUBLIC CAPITAL CORP

Customer Contact Information

Lessee Full Legal Name COUNTY OF RIVERSIDE, CA						
Contact Person KEVIN CRAWFORD	Contact Phone No. (951) 955-3701	Contacts Fax No. -00951	Federal Tax ID #	State of Organization		
Address 6147 RIVERCREST DRIVE	City RIVERSIDE	County RIVERSIDE	State CALIFORNIA	Zip 92507		

Lease/Purchase Agreement

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the or this "Agreement") is made as of December 18, 2012, by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor ("Lessor"), and COUNTY OF RIVERSIDE, CA as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Terms/Conditions

1. TERM. (a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lease is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lessee. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lease with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Leases hereunder through the Original Term and all Renewal Terms for the respective Full Lease Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. An occurrence of nonappropriation under any Lease constitutes an event of nonappropriation under all Leases. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

2. RENTAL PAYMENTS. (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lease is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances. (e) Allocation of Rental Payments. Rental payments payable pursuant to each Lease shall be allocated to the Equipment subject to such Lease (in each case, pro rata based upon the respective capital cost of the items of such Equipment) as follows: (i) first, among the items of Equipment with the shortest estimated useful lives, and (ii) thereafter, among the items of Equipment with the relatively longer useful lives, in each case to reflect the respective fair rental value of each item of Equipment leased hereunder for its respective useful life.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its

existence as such. (b) Lessee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit D, the execution and delivery of this Agreement and each Lease by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each Lease against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e) Lessee shall cause to be executed an Incumbency Certificate of Lessee in substantially the same form as Exhibit B attached hereto and an Opinion of Lessee's Counsel in substantially the same form as Exhibit C attached hereto. (f) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lease or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease. With respect to each Lease, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-5 attached hereto. (g) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (h) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lease will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

4. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

5. USE AND MAINTENANCE. (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease

and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS. (a) Fees. Lessee shall timely pay all titling, recordation, documentary stamp and other fees whatsoever, whether payable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each Lease, or upon or relating to the Equipment under each Lease, the rental payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Lessee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease.

7. INSURANCE. (a) Casualty Insurance. At its own expense, Lessee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior written consent, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall throughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior written consent, Lessee may satisfy its obligations with respect to liability insurance under each Lease by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided in each Lease. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any material alteration or cancellation of such policy, and (ii) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

8. RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS. (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lease. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (i) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lease. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lease, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lease as set forth in this subsection (c), Lessee shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE, NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY WARRANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lease.

10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

11. QUIET POSSESSION. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof.

12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION. (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service such Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee hereby appoints Lessor and its assigns as its agents to maintain a record of all assignments of this Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to cause such registration record to be maintained. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment under such Lease and in such Lease. (b) No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lease may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (i) the ordering, acquisition, delivery, installation or rejection of the Equipment under any Lease; (ii) the possession, maintenance, use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment under any Lease (by whomsoever used or operated); or (iii) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment under any Lease, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default under the pertinent Lease.

13. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default" with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date hereof; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or heretofore or hereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease.

(b) Remedies on Default. Whenever any event of default under a Lease shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of: (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location in the continental United States as is specified by Lessor; (3) if Lessor is unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to

the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

14. TAX COVENANTS. (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) during the term of this Agreement use a book entry system to register the owner of each Lease so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a lease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iv) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lease from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lease, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 1(e) hereof.

15. LESSOR'S RIGHT TO PERFORM FOR LESSEE. If Lessee fails to perform or comply with any of its agreements contained in a Lease, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of 12% per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements), which Lessor

deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals.

16. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Agreement or any Lease prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lease. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lease, shall survive the termination of this Agreement or any Lease. (d) Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease. (h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth,

COUNTY OF RIVERSIDE, CA,
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP.,
as lessor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

DATE: 12/16/12

EXHIBIT A
BANC OF AMERICA PUBLIC CAPITAL CORP
LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT NO.: **3127187**

DATE OF MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT: **December 18, 2012**

LEASE SCHEDULE NO.: **500-3127187-000**

DATE OF LEASE SCHEDULE: **DECEMBER 18, 2012**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **7 Years From the Date of Lease Schedule.**

LESSEE: **COUNTY OF RIVERSIDE, CA**

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
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**See Preliminary Equipment & Services Description attached hereto and
made a part hereof**

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: **Various County Facilities throughout Riverside County**

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

3. The Rental Payments shall be made for the Equipment as follows:

				PURCHASE OPTION
DATE	PAYMENT	INTEREST	PRINCIPAL	PRICE*

See Payment Schedules attached hereto and made a part hereof.

The original purchase price of the Equipment is \$16,000,000.00. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR. IS \$14,610,979.14 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.263%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).

4. For purposes of this Lease, "State" means the State of **CALIFORNIA**.

5. Lessee's current Fiscal Period extends from 7/1/2012 to 6/30/2013.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

COUNTY OF RIVERSIDE, CA,
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
as lessor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1 of 1.

FORM APPROVED COUNTY COUNSEL

BY NEAL R. KIPNIS DATE 12/11/12

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

COUNTY OF RIVERSIDE, CA

FINANCING INCENTIVE RATE PAYMENT SCHEDULE

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE
Commencement date	12/21/2012				16,000,000.00
1	07/31/2013	1,000,000.00	0.00	1,000,000.00	15,000,000.00
2	07/31/2014	1,000,000.00	0.00	1,000,000.00	14,000,000.00
3	07/31/2015	3,000,000.00	0.00	3,000,000.00	11,000,000.00
4	07/31/2016	3,000,000.00	0.00	3,000,000.00	8,000,000.00
5	07/31/2017	3,000,000.00	0.00	3,000,000.00	5,000,000.00
6	07/31/2018	3,000,000.00	0.00	3,000,000.00	2,000,000.00
7	07/31/2019	2,000,000.00	0.00	2,000,000.00	0.00
Grand Totals		16,000,000.00	0.00	16,000,000.00	

The original purchase price of the Equipment is \$16,000,000.00. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

PAYMENT SCHEDULE

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE *
Commencement Date	12/21/2012	16,000,000.00			16,000,000.00
Financing Incentive*	12/21/2012			1,389,020.86	N/A
1	07/31/2013	1,000,000.00	203,317.51	796,682.49	15,000,000.00
2	07/31/2014	1,000,000.00	315,941.70	684,058.30	14,000,000.00
3	07/31/2015	3,000,000.00	300,296.85	2,699,703.15	11,000,000.00
4	07/31/2016	3,000,000.00	238,552.94	2,761,447.06	8,000,000.00
5	07/31/2017	3,000,000.00	175,396.90	2,824,603.10	5,000,000.00
6	07/31/2018	3,000,000.00	110,796.44	2,889,203.56	2,000,000.00
7	07/31/2019	2,000,000.00	44,718.52	1,955,281.48	0.00
Grand Totals		16,000,000.00	1,389,020.86	14,610,979.14	

*** LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$14,610,979.14 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.263%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).**

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

COUNTY OF RIVERSIDE, CA
PRELIMINARY EQUIPMENT DESCRIPTION

See Preliminary Equipment & Services Description attached hereto and made a part hereof

Part Number	Description	List Price	Discount %	Final Price	Qty
Bundles - Analog					
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	0.00	0.00	0.00	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	100
VG224-MP	VG224 for MultiPack	4,125.00	0.00	4,125.00	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	100
IP Phones					
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	235.00	0.00	235.00	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	385.00	0.00	385.00	2,626
Router Accessories					
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	880.00	0.00	880.00	450
Routers					
ASR1001-4X1GE	Cisco ASR1001 System,4 built-in GE,4X1GE IDC,Dual P/S	31,000.00	0.00	31,000.00	4
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM	0.00	0.00	0.00	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	0.00	0.00	0.00	8
CAB-AC-RA	Power Cord,110V, Right Angle	0.00	0.00	0.00	8
FLSASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k	49,750.00	0.00	49,750.00	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	0.00	0.00	0.00	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	10,000.00	0.00	10,000.00	4
Arlington	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Hemet	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Indio	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-128	128-channel high-density voice and video DSP module	6,400.00	0.00	6,400.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Moreno Valley	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	2
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	2
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	4
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Riverside 1	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1

ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Riverside 2	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Temecula	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
24 Port Analog					
VG224	24 Port Voice over IP analog phone gateway	5,395.00	0.00	5,395.00	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	2
Bundles - Call Center					
CCE-PAC-BUNDLE	Packaged CCE	0.00	0.00	0.00	1
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	0.00	0.00	0.00	32
C260-MRBD-002	2 DIMM Memory Riser Board For C260	0.00	0.00	0.00	32
N2XX-AIPC102	Intel Quad port GbE Controller (E1G44ETG1P20)	0.00	0.00	0.00	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	0.00	0.00	0.00	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	0.00	0.00	0.00	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	0.00	0.00	0.00	32
UCS-SD-16G	16GB SD Card module for UCS Servers	0.00	0.00	0.00	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	0.00	0.00	0.00	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	0.00	0.00	0.00	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	0.00	0.00	0.00	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	0.00	0.00	0.00	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	4
UCSX-MLOM-001	Modular LOM For UCS	0.00	0.00	0.00	2
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00	0.00	0.00	4
CCE-PAC-M1	CCE and CVP Deployment Package M1	15,000.00	0.00	15,000.00	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	50,953.00	0.00	50,953.00	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	0.00	0.00	0.00	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	0.00	0.00	0.00	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	0.00	0.00	0.00	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	0.00	0.00	0.00	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	0.00	0.00	0.00	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	0.00	0.00	0.00	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	0.00	0.00	0.00	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	0.00	0.00	0.00	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	0.00	0.00	0.00	2,000
IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT	0.00	0.00	0.00	100
CCE-PAC-AGENT	CCE Packaged Agent	1,930.00	0.00	1,930.00	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	539.00	0.00	539.00	500
Network Management Software					
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	630,000.00	0.00	630,000.00	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	0.00	0.00	0.00	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	0.00	0.00	0.00	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	0.00	0.00	0.00	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	0.00	0.00	0.00	1
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite	0.00	0.00	0.00	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	0.00	0.00	0.00	1
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
L-CUAC9X-ATT-CON	Cisco Unified Attendant Console 9.x - eDelivery	0.00	0.00	0.00	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	0.00	0.00	0.00	1
L-CUACE9X-ATT-CON	Cisco Unified Attendant Console Enterprise Edition 9.x	2,950.00	0.00	2,950.00	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	1,033.00	0.00	1,033.00	5
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required	1,866.00	0.00	1,866.00	12
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6,496.00	0.00	6,496.00	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	12
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	12
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	589.00	0.00	589.00	96

C260-MRBD-002	2 DIMM Memory Riser Board For C260	111.00	0.00	111.00	96
	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00		0.00	12
CAB-AC-250V/13A			0.00		
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	999.00	0.00	999.00	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	1,591.00	0.00	1,591.00	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	10,080.00	0.00	10,080.00	12
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	450.00	0.00	450.00	96
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	281.00	0.00	281.00	6
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	528.00	0.00	528.00	12
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	652.00	0.00	652.00	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	199.00	0.00	199.00	6
UCSC-SD-16G-C260	16GB SD card for C260 M2	300.00	0.00	300.00	6
UCSX-MLOM-001	Modular LOM For UCS	440.00	0.00	440.00	6
Network Switches					
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base	7,495.00	0.00	7,495.00	900
GLC-SX-MM	GE SFP, LC Connector SX Transceiver	500.00	0.00	500.00	4,000
Wireless					
AIR-CT5508-500	2x AIR-CT5508-500-K9	167,995.00	0.00	167,995.00	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1,095.00	0.00	1,095.00	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points	250.00	0.00	250.00	3,000
Voice ELA					
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement	554.00	0.00	554.00	12,500
Implementation Costs for Converged Network					
Other required Cisco Equipment					

Exhibit A-1
(To Lease Schedule No. **500-3127187-000**)
CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
 - (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

COUNTY OF RIVERSIDE, CA
as Lessee

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A-2
(To Lease Schedule No. **500-3127187-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name COUNTY OF RIVERSIDE, CA	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 6147 RIVERCREST DRIVE	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code RIVERSIDE, CA 92507		7 Date of issue 12/21/12
8 Name of issue LEASE SCHEDULE NO. 500-3127187-000 DTD 12/18/12 TO MELPA NO. 3127187 DTD 12/18/12		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ► CISCO NETWORKING EQUIPMENT	\$14,610,979.	14
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/31/19	\$ 14,610,979.14	NA	4.20 years	2.263 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				0. 00
23	Issue price of entire issue (enter amount from line 21, column (b))				\$14,610,979. 14
24	Proceeds used for bond issuance costs (including underwriters' discount)	0. 00			
25	Proceeds used for credit enhancement	0. 00			
26	Proceeds allocated to reasonably required reserve or replacement fund	0. 00			
27	Proceeds used to currently refund prior issues	0. 00			
28	Proceeds used to advance refund prior issues	0. 00			
29	Total (add lines 24 through 28)				0. 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				\$14,610,979. 14

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

EXHIBIT A-3
(To Lease Schedule No. **500-3127187-000**)

[ATTACH COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT B.]

COUNTY OF RIVERSIDE



Board of Supervisors

- District 1 **Bob Buster**
951-955-1010
- District 2 **John F. Tavaglione**
Chairman 951-955-1020
- District 3 **Jeff Stone**
951-955-1030
- District 4 **John Benoit**
951-955-1040
- District 5 **Marion Ashley**
951-955-1050

EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **COUNTY OF RIVERSIDE, CA**, a body corporate and politic duly organized under the laws of the State of **CALIFORNIA**, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") between **COUNTY OF RIVERSIDE, CA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto.

NAME	TITLE	SIGNATURE
John Tavaglione	Chairman, Board of Supervisors	_____
Kevin K Crawford	Chief Information Officer	_____
Teresa Summers	RCIT Deputy Director, Business Administration	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this _____ day of _____ 20_____.

[SEAL]

Secretary Clerk

(other than the person signing the documents)

EXHIBIT A-4
(To Lease Schedule No. **500-3127187-000**)

[ATTACH COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT C.]

EXHIBIT C
OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)
[To be dated the Funding Date for the Lease Schedule described herein]

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S LaSalle Street, Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedules thereto

Ladies and Gentlemen:

As counsel for the **COUNTY OF RIVERSIDE, CA** ("Lessee"), I have examined the Master Equipment Lease-Purchase Agreement No. **3127187** duly executed by Lessee and dated as of **December 18, 2012** (the "Master Lease") which has been incorporated by reference into Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012** ("Lease Schedule No. **500-3127187-000**"), each between Lessee and **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), the Escrow Agreement dated as of **December 21, 2012** [(the "Escrow Agreement"), the form of the Certificate of Acceptance (the "Certificate of Acceptance") attached to Lease Schedule No. **500-3127187-000** and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, the Certificate of Acceptance and all additional equipment schedules related payment schedules and Escrow Agreements relating to the additional equipment schedule to be entered into pursuant to the Master Lease (each of which is herein referred to as an "Additional Lease Schedule") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. **500-3127187-000**. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and the related Certificate of Acceptance are herein collectively referred to as the "Lease." The Master Lease, any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "Additional Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a corporate and politic duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of **CALIFORNIA** with full power and authority to enter into the Master Lease, Lease Schedule No. **500-3127187-000** the Escrow Agreement, the Certificate of Acceptance and each Additional Lease Schedule.
2. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by

Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. **500-3127187-000**, the Escrow Agreement constitute and, each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
8. Lessee's name indicated above is its true, correct, and complete legal name.
9. The entering into and performance of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. **500-3127187-000** and each Additional Lease Schedule will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other

encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Agreement, provided that we understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Respectfully submitted,

Attorney



COUNTY OF RIVERSIDE

Board of Supervisors

District 1	Bob Buster 951-955-1010
District 2 <i>Chairman</i>	John F. Tavaglione 951-955-1020
District 3	Jeff Stone 951-955-1030
District 4	John Benoit 951-955-1040
District 5	Marion Ashley 951-955-1050

EXHIBIT A-5

(To Lease Schedule No. **500-3127187-000**)

Banc of America Public Capital Corp
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3127187-000** is essential to the governmental functions of **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

FORM APPROVED COUNTY COUNCIL
BY *Teal R. Kipnis* DATE *12/18/12*
TEAL R. KIPNIS

By: _____
Printed Name: _____
Title: _____

EXHIBIT A-6
(To Lease Schedule No. 500-3127187-000)

December 18, 2012

Insurance Agent: **JIM SESSIONS, RISK MANAGER**
Insurance Agency: **COUNTY OF RIVERSIDE AND CSAC EXCESS INSURANCE AUTHORITY**
Address: _____
Telephone Number: **(951) 955-3511**
Facsimile Number: _____

RE: Insurance Requirements Under the Master Equipment Lease/Purchase Agreement No3127187 dated as of **December 18, 2012** and Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as Lessor, and **COUNTY OF RIVERSIDE, CA**, as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. **500-3127187-000**, **COUNTY OF RIVERSIDE, CA**, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. **Liability Insurance.** Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name **BANC OF AMERICA PUBLIC CAPITAL CORP** and/or its Assigns ("BAPCC") as an additional insured.
- B. **Casualty Insurance.** Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. **500-3127187-000** attached hereto and in the amount not less than **\$16,000,000.00**. Such insurance shall be endorsed to name **BAPCC** as a co- loss payee with respect to such Equipment.

The required insurance should also be endorsed to give **BAPCC** 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of **BAPCC** shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

COUNTY OF RIVERSIDE, CA

By: _____

Name: _____

Title: _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE: 12/18/12

EXHIBIT A-8
(To Lease Schedule No. **500-3127187-000**) – NOT APPLICABLE

BANK-QUALIFIED DESIGNATION

The **COUNTY OF RIVERSIDE, CA**, as lessee (the "Lessee"), under Lease Schedule No. **500-3127187-000** to which this Designation is attached, hereby designates Lease Schedule No. **500-3127187-000** as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including Lease Schedule No. **500-3127187-000**) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which Lease Schedule No. **500-3127187-000** is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of Lease Schedule No. **500-3127187-000**.

EXECUTED on _____, 20_____.

COUNTY OF RIVERSIDE, CA, as lessee

Signature: _____
Printed Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPINS

DATE

Neal R. Kipins 12/1/12

EXHIBIT A-9
(To Lease Schedule No. **500-3127187-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT D.]

2 RESOLUTION NO. 2012- 251

3
4 A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA
5 AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER
6 EQUIPMENT LEASE/PURCHASE AGREEMENT DATED DECEMBER
7 18, 2012 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO
8 THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF
9 CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING
10 THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN
11 CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF
12 ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF
13 THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

14 WHEREAS, the COUNTY OF RIVERSIDE, CALIFORNIA (the "Lessee"), a body politic and
15 corporate duly organized and existing as a political subdivision, municipal corporation or similar public
16 entity of the State of California, is authorized by the laws of the State of California to purchase, acquire
17 and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with
18 respect thereto; and

19 WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting
20 personal property necessary for the Lessee to perform essential governmental functions; and

21 WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain
22 Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from
23 time to time as provided in the Agreement with BANC OF AMERICA PUBLIC CAPITAL CORP (the
24 "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

25 WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the
26 efficient and effective administration thereof to enter into the Agreement and the separate Lease
27 Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be
28 therein described on the terms and conditions therein provided;

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 12/11/12

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
2 (the governing body of Lessee) assembled in regular session December 18, 2012 as follows:

3
4 Section 1. APPROVAL OF DOCUMENTS. The form, terms and provisions of the
5 Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in
6 substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be
7 approved by the Board of Supervisors of the Lessee, the execution of such documents being conclusive
8 evidence of such approval; and the Chairman of the Board of the Lessee is hereby authorized and directed
9 to execute, and the Clerk of the Board of the Lessee is hereby authorized and directed to attest to, the
10 Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the
11 Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the
12 Clerk of the Board of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

13 Section 2. OTHER ACTIONS AUTHORIZED. The officers and employees of the Lessee
14 shall take all action necessary or reasonably required by the parties to the Agreement and each Lease
15 Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including but
16 not limited to the execution and delivery of Acceptance Certificates and any tax certificate and agreement,
17 each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action
18 necessary in conformity therewith, including, without limitation, the execution and delivery of any
19 closing and other documents required to be delivered in connection with the Agreement and each Lease
20 Schedule.

21 Section 3. NO GENERAL LIABILITY. Nothing contained in this Resolution, the
22 Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as
23 incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power,
24 nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or
25 any other instrument or document executed in connection therewith impose any pecuniary liability upon
26 the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the
27 Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in
28 such Lease.

1 Section 4. APPOINTMENT OF AUTHORIZED LESSEE REPRESENTATIVES. The Chief
2 Information Officer and the Deputy Director of Business Administration, Riverside County Information
3 Technology of the Lessee are each hereby designated to act as authorized representatives of the Lessee for
4 purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee
5 shall designate any other or different authorized representative for purposes of the Agreement and each
6 Lease Schedule.

7 Section 5. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution
8 shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such
9 section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10 Section 6. REPEALER. All bylaws, orders and resolutions or parts thereof, inconsistent
11 herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be
12 construed as reviving any bylaw, order, resolution or ordinance or part thereof.

13 Section 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its
14 approval and adoption.

EXHIBIT A-10
(To Lease Schedule No. **500-3127187-000**)
[Attach Form Ucc-1 With Attachment]

ATTACHMENT TO UCC-1

LESSEE/DEBTOR: **COUNTY OF RIVERSIDE, CA**

LESSOR/SECURED PARTY: **BANC OF AMERICA PUBLIC CAPITAL CORP**

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedule No. **500-3127187-000** dated **December 18, 2012**, by and between Lessor/Secured Party, as lessor, and Lessee/Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof, which equipment is more fully described below:

The cash and negotiable instruments from time to time comprising the Escrow Fund created pursuant to that certain Escrow Agreement dated as of **December 21, 2012** by and among **BANC OF AMERICA PUBLIC CAPITAL CORP**, Lessee and Deutsche Bank National Trust Company, as escrow agent, and all proceeds thereof.

Escrow Agreement

This Escrow Agreement (this "Agreement"), dated as of **December 21, 2012**, by and among **BANC OF AMERICA PUBLIC CAPITAL CORP** (hereinafter referred to as "*Lessor*"), **COUNTY OF RIVERSIDE, CA** (hereinafter referred to as "*Lessee*") and Deutsche Bank National Trust Company (hereinafter referred to as "*Escrow Agent*").

Reference is made to that certain Lease Schedule No. **500-3127187-000** dated **December 18, 2012** to Master Equipment Lease/Purchase Agreement dated as of **December 18, 2012** between Lessor and Lessee (hereinafter referred to as the "*Lease*"), covering the acquisition, installation, financing and lease of certain Equipment described therein (the "*Equipment*"). It is a requirement of the Lease that the Escrow Amount (**\$16,000,000.00**) be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the acquisition and installation of the Equipment.

The parties agree as follows:

1. *Creation of Escrow Fund.*

(a) There is hereby created a special trust fund to be known as the "Acquisition Account" (the "*Escrow Fund*") to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of (state code).

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition and installation of the Equipment. Any moneys remaining in the Escrow Fund on or after the earlier of (i) the expiration of the Escrow Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Fund or (ii) written notice given by Lessor of the occurrence of a default under the Lease.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent has acted with gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity,

or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law and from funds legally available for such purpose indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund.

2. *Acquisition of Property.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition and installation of the Equipment, with moneys available in the Escrow Fund. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts, including (without limitation) the Vendor Agreement. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) *Authorized Escrow Fund Disbursements.* Disbursements from the Escrow Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and installing the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of

Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:
 - (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof.
2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by the Lease and any additional documentation reasonably requested by Lessor;
3. The disbursement shall occur during the Escrow Period; and
4. Prior to the first disbursement of any funds from the Escrow Fund, the Lessor shall have received, in form and substance acceptable to the Lessor, (a) the Surety Bond with dual obligee rider required by the Lease; and (b) legal descriptions of the sites on which the Equipment is to be acquired and installed that are sufficient for purposes of enabling the Lessor to file UCC financing statements with respect to fixtures on those sites pursuant to the Lease.
3. *Deposit to Escrow Fund.* Upon satisfaction of the conditions specified in the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Fund.
4. *Excessive Escrow Fund.* Any funds remaining in the Escrow Fund on or after the earlier of (a) the expiration of the Escrow Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Fund as otherwise provided herein, shall be applied by the Escrow Agent to amounts owed under the Lease in accordance with the Lease.
5. *Security Interest.* The Escrow Agent and Lessee acknowledge and agree that the Escrow Fund and all proceeds thereof will be held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Fund, and all proceeds thereof, and all investments made with any amounts in the Escrow Fund. If the Escrow Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent, and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.
6. *Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property

(collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

- (a) All terms used in this Section 6 which are defined in the Commercial Code of the State of CALIFORNIA (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.
- (b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.
- (c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.
- (d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.
- (e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.
- (f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.
- (g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.
- (h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.
- (i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 7 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Fund

statements or reports issued or sent to Lessee with respect to the Escrow Fund.

7. *Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:
If to Lessor:

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street, 10th Floor

Chicago, IL 60603
Attn: Joseph W. Malinowski
Phone: (312) 828-7651
Fax: (312)537-6721

If to Lessee:
COUNTY OF RIVERSIDE, CA
6147 RIVERCREST DRIVE
RIVERSIDE, CALIFORNIA, 92507
Attn: **KEVIN CRAWFORD**
Phone: (951) 955-3701 Fax: -00951

If to Escrow Agent:
Deutsche Bank National Trust Company
200 South Tryon Street, Suite 550
Charlotte, NC 28202
Attn: Municipal Escrow Team
Phone: 704-333-0822
Fax: 704-333-5852

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

COUNTY OF RIVERSIDE, CA
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DEUTSCHE BANK NATIONAL TRUST COMPANY
As Escrow Agent

By: _____
Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS 12/11/12
DATE

**SCHEDULE 1
to the Escrow Agreement**

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of
December 18, 2012 between **BANC OF AMERICA PUBLIC CAPITAL
CORP**, as Lessor,
and **COUNTY OF RIVERSIDE, CA** as Lessee (the "*Lease*") (Capitalized terms
not otherwise defined herein shall have the meanings assigned to them in the
Lease.)

In accordance with the terms of the Escrow Agreement, dated as of **December 21, 2012**
(the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP**
(*"Lessor"*), **COUNTY OF RIVERSIDE, CA** (*"Lessee"*) and Deutsche Bank National Trust
Company (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the
following persons the following amounts from the Escrow Fund created under the Escrow
Agreement (the "*Escrow Fund*") for the following purposes.

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Escrow Period.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____, 20__

COUNTY OF RIVERSIDE, CA
as Lessee under the Lease

By: _____
Name: _____
Title: Authorized Representative

Disbursement of funds from the Escrow
Fund in accordance with the foregoing
Disbursement Request hereby is authorized.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACCEPTANCE NO. _____

The undersigned, as Lessee under Lease Schedule No. **500-3127187-000** dated **December 18, 2012** to Master Equipment Lease/Purchase Agreement dated as of DATE (the "Agreement") with **BANC OF AMERICA PUBLIC CAPITAL CORP** ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List
 - (b) Original Invoice(s)
 - (c) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
 - (d) Disbursement Request

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

COUNTY OF RIVERSIDE, CA
Lessee

By: _____
Date: _____

EQUIPMENT LIST

Attached to and made a part of Certificate of
Acceptance No. _____ executed and delivered pursuant to that
certain Lease Schedule No. **500-3127187-000** dated **December 18, 2012** to
Master Equipment Lease/Purchase Agreement dated as of **December 18, 2012**
by and between **BANC OF AMERICA PUBLIC CAPITAL CORP,**
as Lessor, and lxe, as Lessee

TOTAL PURCHASE PRICE \$ _____

Part Number	Description	List Price	Discount %	Final Price	Qty
Bundles - Analog					
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	0.00	0.00	0.00	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	100
VG224-MP	VG224 for MultiPack	4,125.00	0.00	4,125.00	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	100
IP Phones					
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	235.00	0.00	235.00	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	385.00	0.00	385.00	2,626
Router Accessories					
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	880.00	0.00	880.00	450
Routers					
ASR1001-4X1GE	Cisco ASR1001 System,4 built-in GE,4X1GE IDC,Dual P/S	31,000.00	0.00	31,000.00	4
M-ASRIK-1001-4GB	Cisco ASR1001 4GB DRAM	0.00	0.00	0.00	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	0.00	0.00	0.00	8
CAB-AC-RA	Power Cord,110V, Right Angle	0.00	0.00	0.00	8
FLSASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k	49,750.00	0.00	49,750.00	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	0.00	0.00	0.00	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	10,000.00	0.00	10,000.00	4
Arlington					
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Hemet					
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Indio					
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-128	128-channel high-density voice and video DSP module	6,400.00	0.00	6,400.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Moreno Valley					
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	2
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	2
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	4
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Riverside 1					
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1

ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Riverside 2	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
Temecula	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
24 Port Analog					
VG224	24 Port Voice over IP analog phone gateway	5,395.00	0.00	5,395.00	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	2
Bundles - Call Center					
CCE-PAC-BUNDLE	Packaged CCE	0.00	0.00	0.00	1
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	0.00	0.00	0.00	32
C260-MRBD-002	2 DIMM Memory Riser Board For C260	0.00	0.00	0.00	32
N2XX-AIIPC02	Intel Quad port GbE Controller (E1G44ETG1P20)	0.00	0.00	0.00	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	0.00	0.00	0.00	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	0.00	0.00	0.00	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	0.00	0.00	0.00	32
UCS-SD-16G	16GB SD Card module for UCS Servers	0.00	0.00	0.00	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	0.00	0.00	0.00	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	0.00	0.00	0.00	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	0.00	0.00	0.00	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	0.00	0.00	0.00	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	4
UCSX-MLOM-001	Modular LOM For UCS	0.00	0.00	0.00	2
CAB-AC-250V/13A	North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00	0.00	0.00	4
CCE-PAC-M1	CCE and CVP Deployment Package M1	15,000.00	0.00	15,000.00	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	50,953.00	0.00	50,953.00	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	0.00	0.00	0.00	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	0.00	0.00	0.00	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	0.00	0.00	0.00	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	0.00	0.00	0.00	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	0.00	0.00	0.00	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	0.00	0.00	0.00	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	0.00	0.00	0.00	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	0.00	0.00	0.00	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	0.00	0.00	0.00	2,000
IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT	0.00	0.00	0.00	100
CCE-PAC-AGENT	CCE Packaged Agent	1,930.00	0.00	1,930.00	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	539.00	0.00	539.00	500
Network Management Software					
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	630,000.00	0.00	630,000.00	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	0.00	0.00	0.00	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	0.00	0.00	0.00	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	0.00	0.00	0.00	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	0.00	0.00	0.00	1
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite	0.00	0.00	0.00	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	0.00	0.00	0.00	1
R-USM-9.0-K9	USM 9.0 Software image for UCMS Suite	0.00	0.00	0.00	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
L-CUAC9X-ATT-CON	Cisco Unified Attendant Console 9.x - eDelivery	0.00	0.00	0.00	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	0.00	0.00	0.00	1
L-CUACE9X-ATT-CON	Cisco Unified Attendant Console Enterprise Edition 9.x	2,950.00	0.00	2,950.00	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	1,033.00	0.00	1,033.00	5
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required	1,866.00	0.00	1,866.00	12
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6,496.00	0.00	6,496.00	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	12
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	12
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	589.00	0.00	589.00	96

C260-MRBD-002	2 DIMM Memory Riser Board For C260	Page 3	111.00	0.00	111.00	96
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle		0.00	0.00	0.00	12
N2XX-AIPC102	Intel Quad port GbE Controller (E1G44ETG1P20)		999.00	0.00	999.00	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC		1,591.00	0.00	1,591.00	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache		10,080.00	0.00	10,080.00	12
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v		450.00	0.00	450.00	96
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260		281.00	0.00	281.00	6
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series		528.00	0.00	528.00	12
UCSC-PSU2-1200	1200W 2u Power Supply For UCS		652.00	0.00	652.00	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers		199.00	0.00	199.00	6
UCSC-SD-16G-C260	16GB SD card for C260 M2		300.00	0.00	300.00	6
UCSX-MLOM-001	Modular LOM For UCS		440.00	0.00	440.00	6
Network Switches						
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base		7,495.00	0.00	7,495.00	900
GLC-SX-MM	GE SFP, LC Connector SX Transceiver		500.00	0.00	500.00	4,000
Wireless						
AIR-CT5508-500	2x AIR-CT5508-500-K9		167,995.00	0.00	167,995.00	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir, 3x4:3SS; Mod; Int Ant; A Reg Domain		1,095.00	0.00	1,095.00	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points		250.00	0.00	250.00	3,000
Voice ELA						
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement		554.00	0.00	554.00	12,500
	Implementation Costs for Converged Network					
	Other required Cisco Equipment					

**SCHEDULE 1
to the Escrow Agreement**

FORM OF DISBURSEMENT REQUEST NO. _____

Re: Master Equipment Lease/Purchase Agreement dated as of
December 18, 2012 between **BANC OF AMERICA PUBLIC CAPITAL
CORP**, as Lessor,
and **COUNTY OF RIVERSIDE, CA** as Lessee (the "*Lease*") (Capitalized terms
not otherwise defined herein shall have the meanings assigned to them in the
Lease.)

In accordance with the terms of the Escrow Agreement, dated as of **December 21, 2012**
(the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP**
(the "*Lessor*"), **COUNTY OF RIVERSIDE, CA** ("*Lessee*") and Deutsche Bank National Trust
Company (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the
following persons the following amounts from the Escrow Fund created under the Escrow
Agreement (the "*Escrow Fund*") for the following purposes.

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Escrow Period.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____, 20__

COUNTY OF RIVERSIDE, CA
as Lessee under the Lease

By: _____
Name: _____
Title: Authorized Representative

Disbursement of funds from the Escrow
Fund in accordance with the foregoing
Disbursement Request hereby is authorized.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedule No. **500-3127187-000** dated **December 18, 2012** by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, ("Lessor") and **COUNTY OF RIVERSIDE, CA**, as lessee, ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Lease Schedule No. **500-3127187-000** dated **December 18, 2012** to Master Equipment Lease/Purchase Agreement **3127187** dated as of **December 18, 2012** (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment"), which Equipment is described in the Description of Equipment attached to the Lease and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Lessee pursuant to the Lease. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lessor pending acquisition of the items of Equipment and held by Deutsche Bank National Trust Company, as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of

December 21, 2012(the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lessor in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of

a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date hereof, (a) to have had disbursed from escrow an amount in excess of the lesser of 2 1/2% of the amount deposited in escrow by Lessor or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from _____, ____ to _____, _____. At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to _____.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the

investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of six years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

COUNTY OF RIVERSIDE, CA

Lessee

By: _____

Name: _____

Title: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 12/6/12
NEAL R. KIPNIS DATE

BANC OF AMERICA PUBLIC CAPITAL CORP
INFORMATION SHEET

LESSEE NAME: COUNTY OF RIVERSIDE, CA

FEDERAL I.D.: 95-6000-930

BILLING ADDRESS:

Debbie Zellner – Fiscal Manager
Billing Contact

6147 Rivercrest Dr. Suite A
Street Address or Post Office Box

Riverside, CA 92507
City, State and Zip

(951) 486-7781 (951) 486-7703
Phone Number Fax Number

PHYSICAL ADDRESS (IF DIFFERENT):

Same as above
Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? Yes No

Board Meeting Date? N/A

W - 9 FORM

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name County of Riverside, Department of Information Technology	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input checked="" type="checkbox"/> Government <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 6147 Rivercrest Drive, Ste. "A"	Requester's name and address (optional)
City, state, and ZIP code Riverside, CA 92507	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
or
Employer identification number
9 5 6 0 0 0 9 3 0

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person

Deborah J. Jellison Date **12/5/12**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**REQUEST FOR QUOTE # ITARC-164
CISCO EQUIPMENT
FOR
CONVERGED IP NETWORK**



By:
Lisa Boerner
Purchasing Manager
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Email: Lboerner@co.riverside.ca.us
NIGP Code(s): 20420

INSTRUCTIONS TO BIDDERS

- I. **Vendor Registration** - Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at www.Purchasing.co.riverside.ca.us. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register Bidder Company at: <https://www.publicpurchase.com/gems/register/vendor/register>. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- IV. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- V. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- VI. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us. or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or mailed to you.
- VII. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VIII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- IX. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- X. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- XI. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions.
- XII. **Local Preference - The County of Riverside** has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.
or
- XIII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

APPENDIX "A" EXHIBIT #116-260 Local Business Qualification Affidavit

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

<input checked="" type="checkbox"/> #116-200	General Conditions	<input checked="" type="checkbox"/> #116-210	General Conditions Materials and/or Services
<input checked="" type="checkbox"/> #116-230	General Conditions - Equipment	<input type="checkbox"/> #116-220	General Conditions - Public Works
<input type="checkbox"/> #116-240	General Conditions - Personal/Professional Service		

To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.

If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

APPENDIX A
SCOPE OF WORK/EQUIPMENT LIST

1.0 INFORMATION

Bidders must complete/acknowledge the following:

- 1.1 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.2 Delivery: ___ calendar days after receipt of order.
- 1.3 Please Check: ___ Disabled Veteran ___ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit the Form 116-260.
- 1.4 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing on behalf of the Information Technology Department is soliciting quotations for a turnkey converged network by consolidating voice, video, wireless, and data networks onto a single IP network, reducing the cost of communications.

2.1 Communications Solution

Riverside County will be replacing the current Aastra PBX phone system with a Cisco IP Communication solution. The new solution will replace all county phones, analog lines, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers, and existing wireless DECT phones while reducing current county maintenance and system management costs. In addition, new communication features such as video and mobility applications will be available to provide the county with new ways to communicate more efficiently reducing travel and overhead costs.

The IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems to provide high availability and geographical redundancy for critical voice applications. The county will deploy approximately 21,532 IP Phones and existing agency and department call centers will be consolidated into a single IP call center solutions that will provide improved management. New communication features will be offered to county end-users such as instant messaging and presence, desktop voice and video client, and mobile device support for county issued phone numbers.

2.2 Wireless Solution

Riverside County will be deploying industry standard wireless networking to give employees access to the business applications and communication tools they need even when they are on the move. By adding voice-over-IP (VoIP) capability to wireless networks, organizations can improve collaboration and responsiveness while realizing cost savings. The wireless network integrates important technologies into its switching, routing, and wireless offerings to provide optimal support for wireless voice, simplified wireless voice deployment and

management, wireless voice call roaming, diverse wireless voice client support, and high-quality wireless voice communications.

The wireless network will be deployed across all county locations housing five or more employees and provide county employees with a secure access to county applications allowing for the use of personal devices. In addition, county contractors can be provided secure access to necessary county networks. The wireless network will provide county guest access to publicly accessible networks.

2.3 Network Upgrade

Riverside County will be deploying approximately 30,000 new network ports to support the IP communications and wireless deployments. The new route and switch network will provide intelligent networking features such as Power over Ethernet (PoE) and Quality of Service (QoS). Moving to an IP communication solution on a PoE enabled network can help reduce carbon footprint and conserve energy. QoS will maintain voice and video quality through the physical and wireless network by optimizing network traffic countywide.

2.4 Project Timeline

Product purchases and implementation services will begin upon signing off on the agreed to Scope of Work (SOW). Project will be completed within twelve months of signing the contract.

2.5 General Project Scope

The awarded vendor/bidder will:

- a) Provide a network assessment within 30-days of execution of the agreement to include the Data Center core, LAN, WAN and Wireless networks.
- b) Provide build list of materials, an acceptable project plan, and contingency provisions to the County prior to Notice to Proceed on implementation.
- c) Consolidate existing PBX system, key systems and any other appropriate telephone device within one year of award of contract into agreed to Geocentric locations.
- d) Replace approximately 21,532 phones at approximately 450 CoRNet connected county locations with IP phones.
 - i. To include all Aastra, Norstar electronic key systems, DECT, Centrex, Centranet, 1mb, etc, as appropriate.
 - ii. In collaboration with RCIT staff, gather end user data base information to design individual telephone instruments and associated unified messaging information
- e) Replace all non-Cisco network equipment.
 - i. Upgrade any network or end user equipment that will inhibit the ability to meet the project scope of work
 - ii. Implement QoS across the converged network
- f) Install Management and monitoring tools
- g) Install voice mail, automated attendants, Interactive voice response systems (IVR)
 - i. Provide all labor to gather requirements, coordinate implementation, and engineer solutions to provide integration or interfacing to 3rd party IVR systems, overhead paging and PBX's.
- h) Migration of the existing agency and department call centers into the new call center environment.
 - i. Includes gathering all user requirements, design and implementation
 - ii. Includes all end user training
 1. Call center agents, supervisors, managers, administrators

- i) Approval process
 - i. Prior to the implementation of any network equipment, vendor/bidder will provide the RCIT Project Manager full network drawings for County review & approval.
 - ii. Prior to commencing the project at each site, vendor/bidder will meet with the RCIT Project Manager and determine the overall design considerations, including but limited to, PSTN trunking, 911, power back up, etc.
- j) Training
 - i. Provide end user training at customer sites, as determined by RCIT
 - ii. Provide on-line training materials for end users to be accessed through RCIT Central website
 - iii. Provide administrator training
 - iv. Provide technical training
 - 1. Formalized classroom on site, if determined by RCIT to be feasible
 - 2. Informal, on the job training as implementation progresses
 - 3. Training credits for off-site training to be used at a later date
- k) Implementation
 - i. Infrastructure Wiring
 - 1. Vendor/bidder will adhere to all RCIT wiring and infrastructure standards and specifications
 - 2. Based on individual customer requirements, will maximize after-hours work
 - ii. Customer support
 - 1. Provide post cut support with on-site support staff during and after cutover
- l) Documentation
 - i. All documentation will be provided in electronic format to include, but not limited to floor plans, network drawings, database records, etc.
- m) Provide full integration with the current County billing system (Telemaster)
- n) Provide full project management services for the course of the project
- o) Adhere to the County's change management rules, with assistance from RCIT staff
- p) Provide asset recovery
 - i. Assist in disposal of used equipment
- q) Deploy new collaboration features based on user, department, and agency requirements. Features include:
 - i. Instant Messaging and Presence Desktop Client
 - ii. Desktop Softphone
 - iii. Desktop Video
 - iv. Desktop Sharing
 - v. Mobile Device Support
 - vi. Single Number Reach
 - vii. Wireless
 - viii. Install wireless access points at all County facilities with five or more employees
 - ix. Complete all of the above within 12 months of contract agreement.

3.0 TIMELINE		DATES:
1. RELEASE OF REQUEST FOR QUOTATION		December 10, 2012
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at <u>PublicPurchase.com.</u>		Must be submitted by: Date: December 13, 2012 Time: 1:30 PM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com		December 20, 2012 at 1:30 PM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT		5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for the term of the Board approved agreement, with no obligation by the County of Riverside to purchase any specified amount of services or goods.

5.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ). The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late quotations will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

6.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

7.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

8.0 INTERPRETATION OF RFQ

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

9.0 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

10.0 COMPENSATION

10.1 The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder.

10.2 No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Cisco equipment and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

11.0 WARRANTY

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a

replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

12.0 USE BY OTHER POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

13.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

EXHIBIT "A" SPECIFICATIONS

Part Number	Description	Qty
Bundles - Analog		
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	100
VG224-MP	VG224 for MultiPack	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	100
IP Phones		
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	2,626
Router Accessories		
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	450
Routers		
ASR1001-4X1GE	Cisco ASR1001 System,4 built-in GE,4X1GE IDC,Dual P/S	4
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	8
CAB-AC-RA	Power Cord,110V, Right Angle	8
FLSASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	4
Arlington		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Hemet		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1

PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Indio		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-128	128-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Moreno Valley		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	2
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Riverside 1		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	1
PVDM3-256	256-channel high-density voice and video DSP module	1

PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Riverside 2		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
Temecula		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
24 Port Analog		
VG224	24 Port Voice over IP analog phone gateway	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	2
Bundles - Call Center		
CCE-PAC-BUNDLE	Packaged CCE	1

A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	32
C260-MRBD-002	2 DIMM Memory Riser Board For C260	32
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	32
UCS-SD-16G	16GB SD Card module for UCS Servers	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	4
UCSX-MLOM-001	Modular LOM For UCS	2
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	4
CCE-PAC-M1	CCE and CVP Deployment Package M1	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	2,000
IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT	100
CCE-PAC-AGENT	CCE Packaged Agent	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	500
Network Management Software		
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	1
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	1
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	1
L-CUAC9X-ATT-CON	Cisco Unifed Attendant Console 9.x - eDelivery	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	1
L-CUACE9X-ATT-CON	Cisco Unifed Attendant Console Enterprise Edition 9.x	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	5
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required	12
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	12

UCSC-PCIF-01F	Full height PCIe filler for C-Series	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	12
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	96
C260-MRBD-002	2 DIMM Memory Riser Board For C260	96
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	12
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	12
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	96
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	6
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	12
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	6
UCSC-SD-16G-C260	16GB SD card for C260 M2	6
UCSX-MLOM-001	Modular LOM For UCS	6
Network Switches		
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base	900
GLC-SX-MM	GE SFP, LC Connector SX Transceiver	4,000
Wireless		
AIR-CT5508-500	2x AIR-CT5508-500-K9	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points	3,000
Voice ELA		
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement	12,500
	Implementation Costs for Converged Network	
	Other required Cisco Equipment	

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____
If less than 6 month, list previous Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction: _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.

Form # 116-260 Rev 08/05