HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING

DATE OF REQUEST: _____5-9-16_____

FROM: _____Sharon Woodrow, Haywood County Public Library_____

MEETING DATE REQUESTED: _____06-06-16_____
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: E-rate Funds -$11,516.64
E-rate is funding provided in the form of a discount or refund to assist most schools and libraries in the United States (and U.S. territories) to obtain affordable telecommunications and Internet access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services.

REQUEST: Permission to add $ 11,516.64 to Haywood County Public Library's budget

IMPLEMENTATION PLAN: The funds will be used to purchase:
CNIC IP Network Solutions SR2148P, 52 Port Gigabit Ethernet Switch with 3 yr support $3,215.71
Sirius Computer Solutions-VMware 5 (10 pack) $3,125.00
Materials (Books) $5,175.93

FINANCIAL IMPACT STATEMENT: E-rate funds in the amount of $11,516.64 will be added to library budget

SUPPORTING ATTACHMENTS: YES __x___ NO _____ HOW MANY? __1__
LIST:

PowerPoint Presentation: YES _____ NO __x_____

PERSON MAKING PRESENTATION AT MEETING: Sharon Woodrow_____
TITLE: Library Director_____
PHONE NUMBER: 828-356-2504_____
E-MAIL: swoodrow@haywood nc.net __

CNIC, Inc.
4418 Monroe Road, Suite E, Charlotte, NC 28205-7763
Office: 704.344.0090 - Fax: 704.374.0069 - www.cnic-inc.com

CNIC
IP Network Solutions

QUOTE

Date	Quote #
5/27/2016	**HCG 5.27.2016**

Prepared By:
Beverly Bell

Office: 704.344.0090
Mobile: 704.975.8457
Fax: 704.374.0069
Email: beverly.bell@cnic-inc.com

Aerohive SR2148P Switch

Customer: Haywood County Government
Name of Contact Person Lori Tomlin
Address 215 North Main Street
City, State, Zip Waynesville, NC 28786

Item	Manufacturer	Part Number	Description	Unit Price	Quantity	Extended Price
1	Aerohive	AH-SR-2148P	SR2148P, 52 Port Gigabit Ethernet Switch with 10G uplinks, 48xRJ45 779W 48p PoE+, 4xSFP+	$ 2,504.90	1	$ 2,504.90
2	Aerohive	AH-HMOL-EDU-SR48-3YR	Subscription HiveManager 6 Online 3 year for 1 Aerohive SR2148 Switch for 3 years, includes 3 years Delect Support: phone, software, Support Portal access, Hardware Advanced Replacement.	$ 445.44	1	$ 445.44

Quote does not include installation or labor

Material:		$ 2,950.34
Shipping:		$ 55.00
Sub Total:		$ 3,005.34
Sales Tax:	7.00%	$ 210.37
Labor:		$ -
Total:		**$ 3,215.71**

Standard Terms & Conditions: All prices in US Dollars. Company Purchase Order Required.
Quote Valid for 30 days from date above.
Please send purchase order along with supporting credit request documentation to CNIC, Inc. Attn: Patricia Hicks (704)374-0069

SOLUTION PROPOSAL

Prepared for:
Haywood County North Carolina
215 N Main St
Waynesville, nc 28786

Prepared By:
Tom Sherry
Client Executive
Phone: (828) 989-0541
Email: tom.sherry@siriuscom.com

Quote Date: 05/27/16
Expires: 06/26/2016
VMware Renewal
Proposal #: PR128475.2

Sirius Computer Solutions
10100 Reunion Place, Suite 500
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius Computer Solutions and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of Haywood County North Carolina.

Quote Date: 05/27/16
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VMware Renewal
Proposal #: PR128475.2

Haywood County North Carolina
215 N Main St
Waynesville, nc 28786

Sirius Computer Solutions
10100 Reunion Place, Suite 500
San Antonio, TX 78216
www.siriuscom.com

Client Executive:
Tom Sherry
Phone: (828) 989-0541
Email:
tom.sherry@siriuscom.com

Part #	Description	Qty	Line Start	Line End	Contract Num	Unit Sale Price	Ext. Sale Price
VU5-PR-STR-P-SSS-C	Production Support CoverageVMware Horizon ViewStandard Edition: 10 Pack	1	07/16/2016	07/15/2017	38194568	$625.00	$625.00
VU5-PR-STR-P-SSS-C	Production Support CoverageVMware Horizon ViewStandard Edition: 10 Pack	1	07/16/2016	07/15/2017	38194568	$625.00	$625.00
VU5-PR-STR-P-SSS-C	Production Support CoverageVMware Horizon ViewStandard Edition: 10 Pack	1	07/16/2016	07/15/2017	38194568	$625.00	$625.00
VU5-PR-STR-P-SSS-C	Production Support CoverageVMware Horizon ViewStandard Edition: 10 Pack	1	07/16/2016	07/15/2017	38194568	$625.00	$625.00
VU5-PR-STR-P-SSS-C	Production Support CoverageVMware Horizon ViewStandard Edition: 10 Pack	1	07/16/2016	07/15/2017	38194568	$625.00	$625.00
	Total						**$3,125.00**

If you choose to not renew your contract upon expiration, you will not be able to receive updates/upgrades or open a Support Request. If at a later time you decide to reinstate your SnS, the term will start the day after your previous contract expiration date and a 20% reinstatement fee will be applied on past due SnS and 1 year forward SnS.

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. Any shipping and handling charges contained on this proposal are estimates, which may be adjusted at the time of invoice.

PURCHASE AUTHORIZATION

This proposal is valid if ordered on or before 06/26/2016.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Haywood County North Carolina. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Haywood County North Carolina or any party within Haywood County North Carolina who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. Freight Costs; Delivery. Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Arbitration. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of Haywood County North Carolina will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:
Haywood County North Carolina

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Ship to Address:

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Bill to Address: