

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-09

Data Communications Products and Services
Utah WSCA-NASPO Master Price Agreement No. AR627
ShoreTel Inc.

This Participating Addendum Number 7-14-70-09 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and ShoreTel Inc. (hereafter referred to as "Contractor") under the lead State of Utah WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO) Master Price Agreement Number AR627.

1. Scope

- A. This Participating Addendum covers the purchase of Data Communications Products and Services under the Utah WSCA-NASPO Master Price Agreement Number AR627. The WSCA-NASPO Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the WSCA-NASPO Master Price Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) hardware cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf
- B. American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions, revised 08/10/09. The supplemental terms and conditions for contracts using ARRA funds apply to the ordering agency. If or when Contractor, as a vendor, is notified by ordering agency that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Contractor as it relates to purchases under this Participating Addendum is not a subcontractor or sub grantee, but simply a provider of goods and related services. The two page document can be viewed at:
<http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf>.

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-14-70-09
- B. Utah WSCA-NASPO Master Price Agreement Number AR627

6. Available Products and Services

This Participating Addendum includes the following product and service categories:

- A. 5.3.0 – Unified Communications*

* Non-exempt State Agencies are mandated by policy to utilize the CALNET 3 Statewide Contract(s) to obtain "Required" telecommunications and network services unless otherwise authorized by the Department of Technology.

7. Disallowed Products and Services

- A. Cloud Computing

Cloud computing elements are not allowed under this Participating Addendum. However if State of California terms and conditions are developed for Software as a Service, Infrastructure as a Service, or Platform as a Service, the State reserves the right to amend this Participating Addendum to include such provisions and related goods and services.

- B. These restrictions do not apply to political subdivisions/local governments.

8. Price List

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Minimum Discount off List Price
 - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

9. Equipment Additions/Deletions

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the WSCA-NASPO Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah WSCA-NASPO Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the WSCA-NASPO Master Price Agreement.

10. Servicing Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted subcontractors or changes to current subcontractors contact information at any time during the contract term.
- D. Contractor shall submit a subcontractor list identifying the company name, address, contact name, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. State-approved Servicing Subcontractor will be posted on the State's eProcurement website.

11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

12. Contractor Responsibilities

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

13. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

14. Usage Reporting

- A. Contractor shall submit usage reports on a monthly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due each month as follows:

Reporting Period and Due Date			
Jan -- Due Feb 15		May -- Due Jun 15	Sep -- Due Oct 15
Feb -- Due Mar 15		Jun -- Due Jul 15	Oct -- Due Nov 15
Mar -- Due Apr 15		Jul -- Due Aug 15	Nov -- Due Dec 15
Apr -- Due May 15		Aug -- Due Sep 15	Dec -- Due Jan 15

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: WSCA Payment Processing
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's WSCA-NASPO Master Price Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: ShoreTel Inc.
 Name: Holly Davis
 Phone: (408) 900-1195
 E-Mail: hdavis@shoretel.com
 Address: 960 Stewart Drive
 Sunnyvale, CA 94085

B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen
 Phone: (916) 375-4383
 Fax: (916) 375-4663
 E-Mail: Bonnie.Bahnsen@dgs.ca.gov
 Address: State of California
 Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah WSCA-NASPO Master Price Agreement Number AR627, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

ShoreTel Inc.

By: By: Name: Jim ButlerName: Shane HarperTitle: Deputy DirectorTitle: Director, Vertical ProgramsDate: September 5, 2014Date: 8/6/2014

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

ShoreTel Inc.

Name

960 Stewart Dr

Address

Sunnyvale

CA

94085

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659,
83833, 83800, 88332, 92000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. **CONTRACT PERIOD:** Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A
4. **PRICING AS PER THE ATTACHMENT C**
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid
5. **ATTACHMENT A:** WSCA-NASPO Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.




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- b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

	
Contractor's Signature	Director, Div. of Purchasing & General Svs.
<u>3/12/14</u>	<u>3/17/14</u>
Date	Date
	
Type or Print Name and Title	

ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

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22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B: SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints

- Centralized Management

- Provide basic hunt group and call queuing capabilities

- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)

- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

- a. Access control systems
- b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: ShoreTel

RFP Product Categories:

Minimum Discount Percentage:

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % 35

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

Qty	MFQ Part Number	Description	Category	Shoretel Unit List Price	Shoretel List Extended Price	NASPO Unit Discounted Price	NASPO Extended	Packet Fusion Extended Price
8	SHO-10523	Voice Switch - ST50A	Hardware	\$ 2,000.00	\$ 16,000.00	\$ 1,300.00	\$ 10,400.00	\$ 9,067.43
1	SHO-10527	Voice Switch - ST200	Hardware	\$ 4,500.00	\$ 4,500.00	\$ 2,925.00	\$ 2,925.00	\$ 2,550.21
23	SHO-10546	IP Phone IP 420g.	Hardware	\$ 219.00	\$ 5,037.00	\$ 142.35	\$ 3,274.05	\$ 2,854.54
247	SHO-10497	Shoretel IP Phone IP480g	Hardware	\$ 369.00	\$ 91,143.00	\$ 239.85	\$ 59,242.95	\$ 51,652.05
23	SHO-30145	Connect ONSITE Courtesy license	License	\$ 99.00	\$ 2,277.00	\$ 64.35	\$ 1,480.05	\$ 1,290.41
245	SHO-30147	Connect ONSITE Essentials license bundle	License	\$ 199.00	\$ 48,755.00	\$ 129.35	\$ 31,690.75	\$ 27,630.16
2	SHO-30148	Connect ONSITE Standard license bundle	License	\$ 299.00	\$ 598.00	\$ 194.35	\$ 388.70	\$ 338.90
1	SHO-21020	Distributed Voice Service License	License	\$ 995.00	\$ 995.00	\$ 646.75	\$ 646.75	\$ 563.88
8	SHO-30044	Additional Site License	License	\$ 495.00	\$ 3,960.00	\$ 321.75	\$ 2,574.00	\$ 2,244.19
9	SHO-10223	19" Relay Rach Shelf for 1/2 Shoregear Unit	Hardware	\$ 115.00	\$ 1,035.00	\$ 74.75	\$ 672.75	\$ 586.55
				\$ 174,300.00		\$ 113,295.00		\$ 98,778.32
						Discount from Shoretel List	35%	43%

Pricing Information per ShoreTel Price File February 2017

Mitel Networks, Inc.

Data Communications Products & Services

CURRENT EXPIRATION:
May 31, 2019

INCEPTION:
June 01, 2014

DOCUMENTS

- ShoreTel Master Agreement
- ShoreTel Price File February 2017
- ShoreTel Inc Proposal
- ShoreTel Amendment 1 - Name change to Mitel Networks Inc 1-2018
- Mitel Reseller List 5-2018

UPDATES

FOLLOW CONTRACTOR UPDATES

Looking to participate?

MODEL PARTICIPATION ADDENDUM
Learn about the participating addendum process >

29 PARTICIPATING ADDENDA

- State of California
 - State of Florida
 - State of Idaho | City of Eagle
 - State of Iowa
 - State of Kansas
 - State of Louisiana
 - State of Missouri
- Participating Addenda generally applies to state agencies and eligible local entities. Review Participating Addendum for eligibility details.



CONTACT INFORMATION

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 Johan.Aasheim@mitel.com
 www.shoretel.com

PROJECT MANAGEMENT STRATEGY & SCOPE OF WORK

This contract is awarded in response to **The City of Cupertino** (Customer) Request for Proposal (RFP) for the "Installation of a new Telecommunications Platform". The RFP, Packet Fusion, Inc.'s RFP response, Appendices, Schedules, Addenda and written modifications (including emails) are incorporated, by reference, into the SOW as indicative of the overall scope of work under which the Vendor is awarded the contract (and as a material inducement for Customer to enter into contract), further defining the contractual responsibilities of each party.

Packet Fusion, Inc. is sometimes referred to herein as "Packet Fusion", "Vendor", "PFI", "we", "us", "our" and/or "ours". The City of Cupertino is sometimes referred to herein as "Customer", "you" or "COC".

PROJECT MANAGEMENT STRATEGY

The quality of the Project execution will influence the end users' perception of Packet Fusion's competence and capabilities long after the Installation is completed. Therefore, Packet Fusion Project Management utilizes a process with seventeen critical events that must occur on any Project to guarantee a successful completion, which means on time, and providing quality service.

The critical events are:

***SCOPE OF WORK REVIEW**

The Packet Fusion Project Manager reviews the approved contract in its entirety. The Packet Fusion Project Manager is responsible to execute the terms and conditions of the implementation, therefore a detailed understanding of the scope of the project must be clear up front.

***ASSIGN RESOURCES**

The Packet Fusion Project Manager determines the skill set requirements and quantity of the project team members. The appropriate team members are assigned and provided the project details and each team member's responsibility is defined.

***PACKET FUSION INTERNAL HAND-OFF MEETING**

The Packet Fusion Project Manager schedules and chairs a meeting with the Installation team members and the Sales/Design team. At this time, the scope of the project is reviewed in detail to be sure the Installation team has a clear understanding of the project. The Installation team member roles, and responsibilities are reviewed to be sure every detail is covered and assigned to an Installation team member. Also, at this meeting it is determined who needs to participate in the Customer hand-off meeting and the agenda is reviewed.

***CUSTOMER HAND-OFF MEETING**

The Customer hand-off meeting provides an opportunity to review signed scope of work, make introductions, explain Project activities and processes, establish ground rules for the Project, and define roles and responsibilities. It also provides a means of eliminating the potential for misunderstandings by requiring participants to discuss and agree to schedules and milestones before the Project begins. Status meetings are now scheduled.

***PREPARE MASTER SCHEDULE/ TIMELINE**

A master schedule and sub schedule will be developed for all Project activities. These schedules show start and completion dates, as well as Project milestones. The schedule is developed in cooperation with the customer to minimize disruptions to the customer's business. Once established, any changes to the master schedule need to be discussed and approved jointly during project reviews. The customer and all Installation team members will be provided the master schedule and any corrections.

***VERIFY MATERIAL**

Each of the equipment items specified in the contract is tracked to ensure the proper quantities are delivered and installed. Any variations determined during database collection and floor plan review will be reconciled utilizing Job Change Orders signed by both the Customer contact and the Project Manager to ensure an agreement has

been made regarding a delivery date of said JCO. The Project Manager will keep a Job Change Order log for review at any given time during the implementation.

*CUSTOMER REQUIREMENT DATA GATHERING

Database collection and floor plan review are two of the most critical elements of the installation. The steps and process associated with these activities will be discussed at the Customer Hand-Off Meeting. If necessary, follow up meetings to plan this will be done. During this phase of the installation many things are being identified, such as customer's new directory, call flow, set locations, etc.

*NETWORK SERVICES

Based on the customer requirements, all required services must be ordered and installation dates coordinated with the ShoreTel installation.

*NETWORK INFRASTRUCTURE READINESS

If a Network Assessment is purchased, the Packet Fusion Project Manager will coordinate the completion of the Network Assessment. The Network Assessment will give an opportunity for both Packet Fusion and the Customer to test the strengths and weakness, and to demonstrate how the overall performance and design can be improved (*if necessary*). After the completion of said assessment Packet Fusion and the Customer will review and audit of all network areas that will be affected by this deployment. If a Network Assessment is not purchased, Packet Fusion has 4 hours allocated to consult with the customer on their Network environment. All time spent troubleshooting network issues above and beyond the consultation, will be billed on a Time and Materials basis.

*INVENTORY EQUIPMENT

The physical inventory of the equipment received must be completed. The Project Manager and warehouse personnel will review all equipment and sign off on the equipment to be delivered and to which facility. The project manager will ensure proper access for the delivery to customer site once a secure room is identified.

*INSTALLATION/SYSTEM PROGRAMMING

Racking and Stacking of equipment must be coordinated to complete at the appropriate times to meet the testing and go live schedule. The programming of the ShoreTel must also be completed in the appropriate timeframe. Set designations need to be prepared and set build outs completed. Thorough testing of the system must be conducted prior to the cutover, including the ShoreTel, ancillary equipment and telephones. ShoreTel testing is done in advance of all other ShoreTel dependent activities, such as training. A test plan will be developed and the appropriate manpower required secured by the Packet Fusion Project Manager.

*CUSTOMER TRAINING

Proper customer training is an important element of a successful installation. The Packet Fusion Project Manager will establish the training schedule, ensure the training room is prepared and provide the trainer the appropriate system information. The project manager must keep the customer contact informed if users fail to attend training.

*GO LIVE

Cutover is the point at which the system is placed into service. This is the most visible moment of the project. The Packet Fusion Project Manager will have a cutover plan, which defines all assignments and responsibilities associated with this activity.

*POST GO LIVE

The Packet Fusion Project Manager will establish a Help Desk procedure for the end users to contact with questions or problems for the specified time determined in the contract. Technicians and trainers will be available for coverage. An open issues list is developed. Any changes will be identified and scheduled for completion. System Administration training is conducted.

*JOB RECONCILIATION

The Packet Fusion Project Manager reviews all open issues to be sure completed. All aspects of the Solution are reviewed by the Packet Fusion Project Manager for accuracy. The Packet Fusion Project Manager obtains the customer acceptance of the completion of the project.

*POST CUTOVER HAND-OFF MEETING

The Packet Fusion Project Manager arranges a meeting to introduce the appropriate service personnel to the customer so the protocols set forth by Packet Fusion can be reviewed. How to place: (a) add, move and change; (b) repair procedures; and (c) escalation procedures with all appropriate telephone numbers.

CLOSE OUT PROJECT

Installation & Training Plan

Packet Fusion will utilize Microsoft Project and/or SharePoint throughout the entire project. The project plan will include individual tasks (*pre-installation, site survey, installation, Train-the-Trainer training and post installation*); timing for those tasks; resources and dates.

Packet Fusion believes in setting clear, attainable goals from the outset. A clear strategy and project plan with well-defined objectives and outcomes will help keep the project team focused and on track. One of the first steps in any project is establishing mutually-agreed upon and well-defined-scope.

Packet Fusion will assign an experienced Project Manager and a Senior Engineer. The project team members begin immediately to build a strong partnership with their client that will last throughout the lifecycle of the project, including ongoing support. The goal is a single integrated team of Packet Fusion and the Customer's staff.

Packet Fusion follows a structured project preparation plan and uses pre-configured solution components (documentation and design concepts) that enable rapid progress. Our creative approach to resolving technical and functional issues during the project is critical during the design and configuration, integration, conversion, parallel run and cut-over stages. Throughout, every effort is made to capitalize on the available functionality and create operational efficiencies while supporting our clients' business needs.

All equipment and associated labor costs have been provided throughout our RFP response.

IMPLEMENTATION / INSTALLATION

Here are our standard procedures:

Cutover – transparency - The success of a telephony installation ultimately relies on strength of the team assembled. A strong project plan and the resources to accomplish this plan, is paramount. Packet Fusion is extremely flexible and will work together with the CUSTOMER to put together a project plan to match the CUSTOMER'S expectations/requirements.

Responsibility - The selected vendor is solely responsible for the complete turn-key engineering of the new telecommunications system and all interconnecting facilities.

Initial Work - Packet Fusion, Inc. will perform needs analysis, station reviews, data base preparation, and original program initializations.

Telco Coordination – The CUSTOMER will coordinate the ordering of all long-distance and local communications facilities as deemed necessary. Packet Fusion's Project Manager will be included in the process to ensure smooth transition, if needed.

Transparency - It is essential that the installation of the new system be as transparent as possible to the users. There should be no telephone service interruptions, no interim changes in dialing procedures, and no perceived degradation in the quality of service.

Project Plan Deliverables - Packet Fusion, Inc. will supply a complete description of the key activities required for the installation of the proposed system in writing along with a mutually agreed upon acceptance checklist throughout the process/project.

Project Organization Chart – Packet Fusion, Inc. will provide a project organization chart with the reporting relationships of project team members and other key personnel. An escalation matrix will also be included.

Customer Infrastructure - The CUSTOMER will provide required cross-connect fields, patch panels, re-use of existing patch cords, power, and cooling.

Interconnection - Packet Fusion, Inc. will be responsible for interconnection of all newly supplied equipment, including customer supplied patch cords, patching, cross-connecting, plugging, telco terminations, specialty wire harnesses, amphenol tails, any required analog station patch panels or termination blocks, and any additional cables or wires required to connect the new telephone system to the CUSTOMER's house cable.

Software Version –will implement the most recent and stable version of all supplied software. If manufacturer releases a software update to fix flaws, bugs, or security during the installation timeframe Packet Fusion will update CUSTOMER's system at the earliest reasonable opportunity during a scheduled maintenance window. This maintenance window will be scheduled after hours for service impacting upgrades to operational and partially deployed system.

Project Team

CEO:	Matthew Pingatore
Sales / Project Management:	Craig Tetschlag
Sales / Project Management:	Kevin Doohan
Project Management:	Lorraine Perez
Lead Pre-Sales Engineer:	John Ghyselink
Lead Technician / Sr. Engineer:	Matt Zellhart
2 nd Technician / Engineer:	Sushant Shirodkar

Project Meetings

Weekly progress meetings are extremely important for a successful implementation. Based on our experience, Tuesday or Wednesday works the best for these meetings. All resources provided in the PFI solution will be available for weekly meetings where notes will be taken and status given of all outstanding issues along with their proposed resolution and time frames.

Installation Timeframes

For an installation of this size and complexity, 60-120 days from contract signing is needed to complete the tasks at hand. We will define a timeline specific to the project once a configuration has been set. 60 days is a perfect world, if for some reason this needs to be condensed, we can reach a mutually acceptable timeframe and make it part of the contract.

Database Gathering

A crucial component of the success of the installation is the database. A Systems Design Specialist, (SDS) will work with the CUSTOMER to gather the complete database. Every phone in the entire network will be visited and documented as to the current and future programming needs. A cut-sheet will then be created based on this information, which the customer will ultimately sign off on. We would like to have this information 2 weeks prior to cutover.

Follow Up

Within 2 weeks after cut over, a meeting will be held to "accept" the system. All items from the proposal and contract are to be fulfilled by this time. Meetings with the customer from this point forward will be held to review any projects in place and future needs, on a scheduled basis.

Training

End User Training: Will be held on site in a designated conference room. These classes will be held the week prior to the cutover. 10-15 live and operational phones will be in this conference room for training. Each class

lasts 1-1.5 hours and covers phone and voice mail usage. The CUSTOMER'S employees will be empowered to transfer, conference, intercom, place calls on and off hold, and have all questions answered in the training classes. On the day of cutover, we will have Packet Fusion's Trainer, Project Manager, Engineers and Sales Team walking around the site to ensure all the CUSTOMER'S employees are able to use their new ShoreTel phone system immediately.

Administrator Training: The week after cutover we will train 2-3 of the CUSTOMER'S employees on how to administer the phone system. This class will be a 4-6 hour class and the cost for this has been included in our proposal. Of course, if customer's team has questions prior to their training, PFI will be happy to assist.

Packet Fusion, Inc. encourages our customers to get involved. Because of the simplicity of the ShoreTel architecture it is now a reality for customer to be self-maintained. Days of proprietary programming languages and archaic interfaces are a thing of the past. We ask the customer to participate in the installation and learn the ShoreTel system. This enables them to be comfortable with the day to day administration of the system.

Please also refer to the Excel Workbook (Installation Project Plan Acceptance Cutsheet) included for detailed check lists, PFI Project Management and the SAMPLE project plan for what a project like this will look like.



PFI Workbook and
Acceptance Test Plan.x



PFI Project
Management.docx



SAMPLE Project
Plan.pdf

Scope of Work

Description of Work to be performed: Implementation of Telephony Solution

ShoreTel

The ShoreGear voice hardware switches/appliances will provide all the call control intelligence, for all the internet protocol (IP) phones at each location, along with supporting analog trunks and analog devices. In every location requiring survivability, we are proposing ShoreGear switches/appliances to support local PSTN trunks. The remote locations will have a child relationship to the parent to the N+1 virtual appliance running in the Customer provided VMWare at the City Hall and Service Center (Geo-Redundant) in that should a ShoreGear switch or Virtual Phone Appliance fail anywhere within your network, the IP phones associated with that switch would automatically fail over to the virtual N+1 redundant virtual appliance. The voicemail (DVS) at the City Hall will fail up to the ShoreWare Director at the Service Center.

At the City Hall, we will deploy the following ShoreTel items:

- 1 - ShoreGear ST200 – IP phone registration
- 135 – ShoreTel IP 480G phones
- 15 – ShoreTel IP 420G phones
- 135 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 15 - COURTESY - Ext. only, no vm, No Client, No add-ons
- 1 - Distributed Voice Services License (DVS) for local voicemail
- 1 - MDF Material

Virtual Servers – Customer Provided – per the specs provided on the following pages

- 1 – Server for the Virtual DVS
- 1 – Server for the Virtual Collaboration Applications (IM engine, Audio and Web Conferencing)
- 1 – Server for the Virtual Edge Gateway application
- 1 – Server for the Virtual Mobility application (with 15 SIP trunks)
- 1 – Server for Primary Virtual SIP Trunks (75)
- 1 – Server for Primary Virtual SBC (75 trunks/sessions)

At the Blackberry Farm facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 2 – ShoreTel IP 420G phones
- 9 – ShoreTel IP 480G phones
- 9 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 2 - COURTESY - Ext. only, no vm, No Client, No add-ons
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the Golf Pro Shop and Unknown Golf Course, we will deploy the following ShoreTel items:

- 2 – ShoreTel IP 480G phones – these phones will connect through the network or back to the Edge Gateway
- 9 – STANDARD - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer and Remote Phone.

At the City Attorney's office, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 6 – ShoreTel IP 480G phones
- 6 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the Monte Vista Rec facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 2 – ShoreTel IP 480G phones
- 2 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the Quinlan facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 2 – ShoreTel IP 420G phones
- 33 – ShoreTel IP 480G phones
- 33 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 2 - COURTESY - Ext. only, no vm, No Client, No add-ons

- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the McClellan Ranch Preserve facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 3 – ShoreTel IP 480G phones
- 3 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the Senior Center facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 2 – ShoreTel IP 420G phones
- 19 – ShoreTel IP 480G phones
- 19 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 2 - COURTESY - Ext. only, no vm, No Client, No add-ons
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

At the Service Center facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 2 – ShoreTel IP 420G phones
- 28 – ShoreTel IP 480G phones
- 28 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 2 - COURTESY - Ext. only, no vm, No Client, No add-ons
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

Virtual Servers – Customer Provided – per the specs provided on the following pages

- 1 – Server for the Virtual ShoreWare Director
- 1 – Server for the Virtual Phone switch/appliance – N+1 redundancy
- 1 – Server for Primary Virtual SIP Trunks (60)
- 1 – Server for Primary Virtual SBC (60 trunks/sessions)

At the Sports Center facility, we will deploy the following ShoreTel items:

- 1 - ShoreGear St50a – IP phone registration, analog POTS and analog devices, SIP devices and SIP trunk connections.
- 10 – ShoreTel IP 480G phones
- 10 – ESSENTIALS - Ext & MB, 8 party audio conf., Pro Call Manager, IM and Collaboration (server required), Web & App dialer.
- 1 – Additional Site License
- 1 - MDF Material - Connect all existing analog and SIP devices and analog trunks

Here is a breakdown of the VMWare environment required:

VMWare Environment – per the above mentioned

The Customer is very interested in loading all possible new servers onto VMWare, for all the obvious advantages and we highly recommend this as well. That said, the customer is to provide all servers, OS and VMWare software to accommodate this as specified below.

We are proposing the following servers and VMWare as required from the Customers:

VMWare at the City Hall

Virtual Servers – Customer Provided – per the specs provided on the following pages

- 1 – Server for the Virtual DVS
- 1 – Server for the Virtual Collaboration Applications (IM engine only)
- 1 – Server for the Virtual Edge Gateway application
- 1 – Server for the Virtual Mobility application (with 15 SIP trunks)
- 1 – Server for Primary Virtual SIP Trunks (75)
- 1 – Server for Primary Virtual SBC (75 trunks/sessions)

DVS - Needs Windows OS or Lynx –Small Size

Server Size	Max users per system	Max users per the server (phones managed by switches managed by server)	Max system BHCC	BHCC per server Reports run outside of business hours	Maximum BHCC per server Reports run during business hours	Virtual Cores	RAM per VM	Disk space	Network
Windows Virtual DVS									
Small (including when used with SBE 100 system license)	500	500 (100 with SBE 100 license)	5,000	1,000	run on HQ	2	4GB	40Gb	100 Base-T Or Gig.
Medium	2,500	1,000	25,000	5,000	run on HQ	4	8 GB	80GB	100 Base-T Or Gig.
Large	10,000	1,000	50,000	10,000	run on HQ	8	8 GB	130GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*								
Linux Virtual DVS									
Small + SBE	500 (100 with SBE)	200 (100 with SBE)	2,500	500	N/A	1	2 GB	100 GB	100 Base-T Or Gig.
Medium	1,000	500	5,000	1,000	N/A	2	4 GB	100 GB	100 Base-T Or Gig.
Large	10,000	1,000	25,000	5,000	N/A	4	8 GB	100 GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*								

Table 35 & 36 Windows and Linux DVS Virtual Requirements

Windows / Linux DVS Virtual Requirements

Conference Bridge/IM Engine – Small

Server Size	G711	G722	G729	Secure WEB sessions	IM	Virtual Cores	RAM	Disk space	Networks
Small	50	15	50	50	500	4	2GB	100GB	100 Base-T or Gig.
Large	200	60	200	200	2000	16	6GB	100GB	Gigabit Ethernet
IM-only	0	0	0	0	2000	2	2GB	20GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*								

Virtual Service Appliance

Edge Gateway - No OS needed - Small

Size	RAST Con-	Active RAST Calls	Clients	Concurrent Clients voice calls	Virtual Cores	RAM per VM	Disk space	Networks
Small	100	50	50	50	2	2GB	100GB	100 Base-T or Gig.
Medium	500	100	400	100	4	4GB	100GB	Gigabit Ethernet
Large	2,000	200	800	200	8	8GB	100GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*							

Edge Gateway

Mobility Router - No OS needed - Small

Max Number of Users	Maximum Number of local Wi-Fi clients	Maximum Number of local Wi-Fi calls (not bridged through SMR)	Maximum Number of Remote Tunnels	Maximum Number Secure Remote Voice Calls using default encryption	Maximum Number Remote calls that require transcoding	Virtual Cores	RAM per VM	Disk space	Networks	Network interfaces
100	100	100	100	100	50	2	2GB	100GB	100 Base-T or Gig.	2
1000	1,000	1,000	1000	300	150	4	4GB	100GB	100 Base-T or Gig.	2
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*									

ShoreTel Mobility Router

SIP Trunk Server – 100

Max SIP trunks managed by switch without advanced features	Total number of streams	Virtual Cores	RAM per VM	Disk space	Networks
50	100	1	2GB	20GB	100 Base-T or Gig.
100	200	2	2GB	20GB	100 Base-T or Gig.
200	400	4	2GB	20GB	Gigabit Ethernet
400	800	7	2GB	20GB	Gigabit Ethernet
600	1200	10	2GB	20GB	Gigabit Ethernet
1000	2000	16	2GB	20GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*				

Table 38: Virtual SIP Trunk switch (G.711 signalling)

Max SIP trunks managed by switch without advanced features	Total number of streams	Virtual Cores	RAM per VM	Disk space	Networks
25	50	1	2GB	20GB	100 Base-T or Gigabit Ethernet
50	100	2	2GB	20GB	100 Base-T or Gigabit Ethernet
100	200	4	2GB	20GB	100 Base-T or Gigabit Ethernet
200	400	7	2GB	20GB	Gigabit Ethernet
300	600	10	2GB	20GB	Gigabit Ethernet
500	1000	16	2GB	20GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*				

Table 39: Virtual SIP Trunk switch (G.729 signalling)

SIP Session Boarder Controller Server (Ingate) – 100

No. of Trunks	Up to 100	Up to 200	Up to 1,000
Memory	500 MB	1 GB	2 GB
Cores	1	2	4
Disk	20GB	20GB	20GB
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*		

Virtual Ingate Requirements

VMWare at the Service Center

Virtual Servers – Customer Provided – per the specs provided on the following pages

- 1 – Server for the Virtual ShoreWare Director
- 1 – Server for the Virtual Phone switch/appliance – for N+1 redundancy
- 1 – Server for Primary Virtual SIP Trunks (60)
- 1 – Server for Primary Virtual SBC (60 trunks/sessions)

Shoreware Director- Needs Windows OS-Medium Size

Server Size	Max users per system	Max users per the server (phones managed by switches managed by server)	Max system BHCC	BHCC per server Reports run outside of	Maximum BHCC per server Reports run	Virtual Cores	RAM per VM	Disc Space	Network
Small (including when used with SBE or	500 (100 for SBE)	500 (100 with SBE 100 license SBE 100, 50 with SBE license)	5,000	1,000	Not recommended	2	4GB	60GB	100 Base-T Or Gig.
Medium	2,500	1,000	25,000	5,000	1,000	4	8 GB	150GB	100 Base-T
Large	10,000	1,000	50,000	10,000	5,000	8	8 GB	260GB	Gigabit
Very Large	20,000	1,000	100,000	10,000	5,000	10	16GB	500GB	Gigabit
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*								

HQ Server Virtual Requirements

N+1 - No OS needed

Max phones managed by switch	Processor	RAM per VM	Disk space	Networks
1000	Intel Xeon CPU E5-2630v4@2.2Ghz*	2GB	20GB	100 Base-T or Gig.

Virtual Phone Switch

SIP Trunk Server – 100

Max SIP trunks managed by switch without advanced features	Total number of streams	Virtual Cores	RAM per VM	Disk space	Networks
50	100	1	2GB	20GB	100 Base-T or Gig.
100	200	2	2GB	20GB	100 Base-T or Gig.
200	400	4	2GB	20GB	Gigabit Ethernet
400	800	7	2GB	20GB	Gigabit Ethernet
600	1200	10	2GB	20GB	Gigabit Ethernet
1000	2000	16	2GB	20GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*				

Table 38: Virtual SIP Trunk switch (G.711 signalling)

Max SIP trunks managed by switch without advanced features	Total number of streams	Virtual Cores	RAM per VM	Disk space	Networks
25	50	1	2GB	20GB	100 Base-T or Gigabit Ethernet
50	100	2	2GB	20GB	100 Base-T or Gigabit Ethernet
100	200	4	2GB	20GB	100 Base-T or Gigabit Ethernet
200	400	7	2GB	20GB	Gigabit Ethernet
300	600	10	2GB	20GB	Gigabit Ethernet
500	1000	16	2GB	20GB	Gigabit Ethernet
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*				

Table 39: Virtual SIP Trunk switch (G.729 signalling)

SIP Session Boarder Controller Server (Ingate) – 100

No. of Trunks	Up to 100	Up to 200	Up to 1,000
Memory	500 MB	1 GB	2 GB
Cores	1	2	4
Disk	20GB	20GB	20GB
Processor	Intel Xeon CPU E5-2630v4@2.2Ghz*		

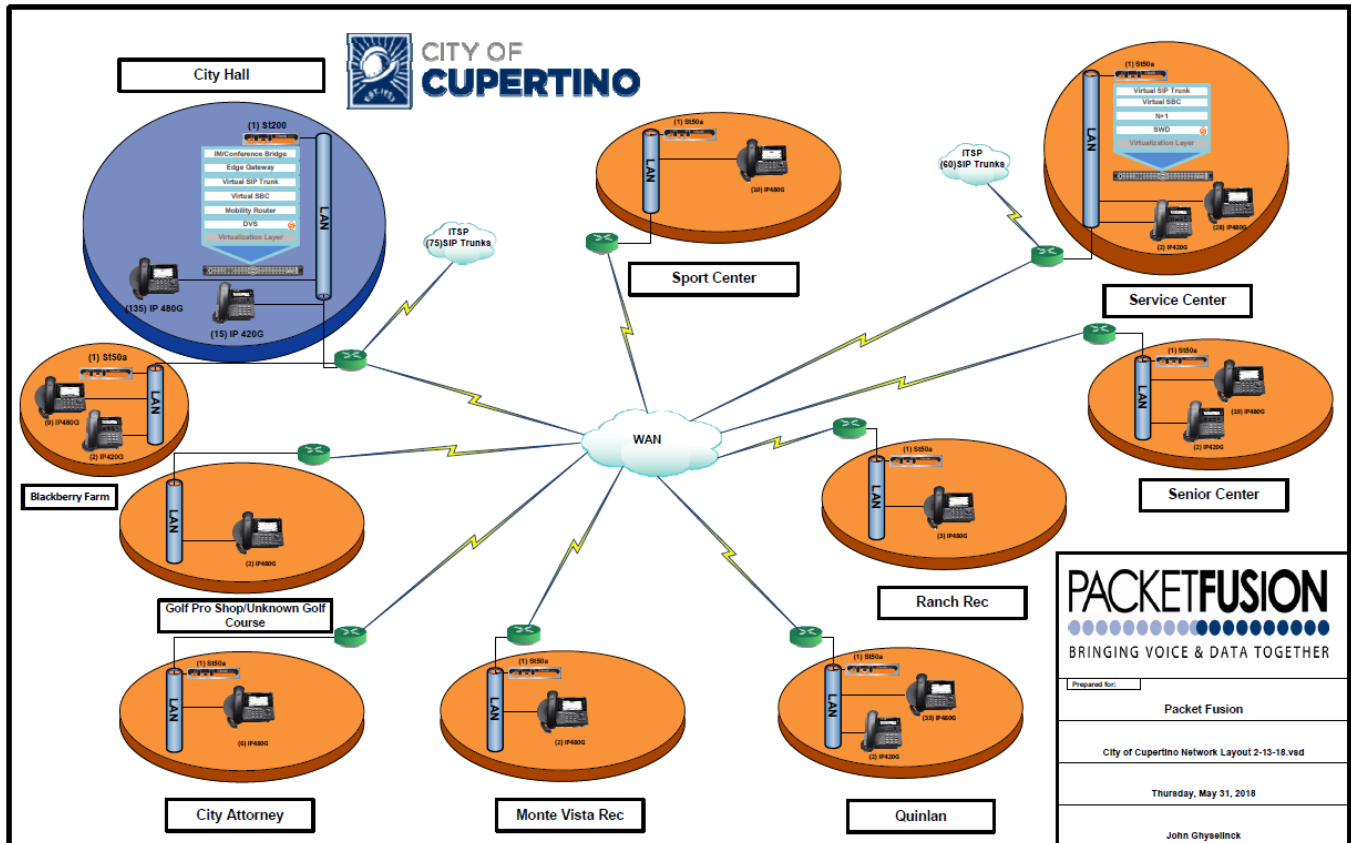
Virtual Ingate Requirements

Network Design

Below is a SAMPLE diagram of what the voice network will look like with the current BOM. A revised diagram will be provided upon project completion to depict the final configuration (logical and physical layout of all components).



Visio-City of
Cupertino Network La



Customer Requirements

During or prior to the installation, Customer or its representative shall perform the following tasks:

- Provide a liaison to manage Customer's participation in the installation and be available to support the project. This person will serve as a primary contact between Customer and Packet Fusion to assist in the execution and training associated with the project.
- Provide virtual private network (VPN) access to give Packet Fusion access to the TELEPHONY SYSTEM for remote system installation and configuration.
- Provide all required connectivity to the public switched telephone network.
- Insure that all required electrical facilities are in place to support the TELEPHONY SYSTEM installation and ongoing functionality.
- Provide assistance as reasonably required to define the procedures to handle Customer interactions.
- Identify up to 4 staff members to be trained in solution use. All of these agents must be reasonably available for ongoing "over-the-shoulder" training in Customer's facility where the solution is installed.
- Allow Packet Fusion reasonable access to the TELEPHONY SYSTEM components ("Components") during the term of this installation.
- Provide a script for each voice-greeting file to be recorded.
- Have a facility available for installation of the TELEPHONY SYSTEM. This facility will be suitable to provide a secure location for the Components, with adequate floor/rack space, power, ventilation, and

voice and data network connectivity.

- Have all required outside telephone lines installed with connectivity to the facility.
- Have any required equipment racks and/or cable management hardware in place at the facility. Customer will provide such items as needed to meet Customer's requirements.
- If 19 inch rack space is not used and wall mounting is required, then Customer will have the 3/4 inch plywood mounted to the wall location for the TELEPHONY SYSTEM installation.
- Provide all necessary hardware and software associated with the VMWare, per this SOW and our technical meetings.
- **Customer to unbox, rack and stack all ShoreTel equipment being provided.**
- **Customer to unbox, assemble, flash and layout/deploy all phones at each location**

Other Project Considerations

Customer must have all paperwork and signatures returned to Packet Fusion within a reasonably adequate timeframe to facilitate equipment procurement. The typical lead-time is approximately six to eight weeks for a system of this size. Cutover and service impacting work is quoted to be done when Customer can be without phone service for 1 to 2 hours. Proposed cutover date is to be determined.

Exclusions

The following are specifically excluded:

- Any and all cabling unless expressly included (patchcords and analog cross-connects are included and will be provided by Packet Fusion).
- All aspects relating to ordering, installation, or testing of circuits from dial tone provider. However, Packet Fusion will provide acceptance testing of the new circuits onto the ShoreTel system.
- Adds, moves or changes occurring after the installation is complete.
- Any obligation to provide installation services of future upgrades to any hardware or software, other than to correct defects of the installation.

Notes

"This Scope of Work will not be able to capture every action item, deliverable or responsibility of each party. If an action item is not listed in the SoW but is reasonably required in order to meet the requirements and specifications of the deployment, it will be assumed to be included at no extra charge and the responsibility of Vendor if it relates to the hardware, software or services being provided by Packet Fusion, Inc. If an action item is not listed and is solely related to the inner workings of Customer's LAN/WAN, IT network, or business processes, it will be assumed to be delivered by the Customer (but with Vendor support and consultation)."

Packet Fusion, Inc.

Customer

By W. Todd Peterson

By _____

Print Name W. Todd Peterson

Print Name _____

Title President

Title _____

Date 6/12/2018

Date _____

Proposal For:



Presented by:

Kevin Doohan, Senior Account Executive
5/26/2018



Date: 5/26/2018
Customer: City of Cupertino
Attn: Bill Mitchell
Re: Mitel Connect 1.x

Packet Fusion is pleased to submit our complete System and Installation project proposal. We understand how to leverage technology to increase productivity and reduce bottom line cost of your business. As a certified ShoreTel partner, Packet Fusion, Inc. looks forward to providing you with full-service engineering and installation for all of your technology needs. We are committed to adhering to your schedule while maintaining flexibility and providing you with a technically sound solution.

We are providing a solution for you based on ShoreTel's ShoreGear product which scales from 20 to 40,000 lines. Supported within this unit are all the capabilities your business needs to maximize its success, including robust telephony features, voice mail, call center, computer telephony integration, and much more.

By choosing ShoreTel for your site, you'll be installing a platform that delivers a powerful, affordable solution that's quick to deploy and easy to manage. Since it's an integrated solution, everything you need is right there in one compact chassis that can be managed from a single, intuitive software application.

The design of this proposal is based on the preliminary information that we have gathered. In this proposal you will find our scope of work and pricing. Please take your time to look over this proposal and familiarize yourself with all that Packet Fusion will provide. Should you have any further questions or need further explanation, please do not hesitate to give me a call. We can also provide leasing options from one of our leasing partners if appropriate.

Best Regards,

Kevin Doohan, Senior Account Executive
Packet Fusion, Inc.
4637 Chabot Drive St. 350
Pleasanton CA 94588
main (925) 701-2000
fax (925) 701-2030
Email: kdoohan@packetfusion.com
Website: www.packetfusion.com

PACKET FUSION OVERVIEW

Packet Fusion provides Unified Communications (UC) solutions to mid-market and enterprise companies. We specialize in Voice over IP, LAN applications, wireless technology, switching, routing and advanced, enterprise communication networks. We offer a world class portfolio of products and services with unparalleled customer satisfaction.

Through strong vendor relationships and exceptionally skilled in-house resources, we've built an extensive portfolio of infrastructure hardware, management systems and applications. Whether you have a 20-person single site or a 5,000-line worldwide enterprise, Packet Fusion will provide a specialized team to ensure a successful project completed on time and on budget. Our experienced engineers work closely with your team to design, implement and maintain communications solutions that satisfy critical business needs. We build strong, long-lasting relationships with our customers based on consistent quality and responsiveness.

Packet Fusion offers a variety of communication networking services. Unique to our organization, and a key benefit for you, is our commitment to making certain that not only the proper hardware is identified and delivered, but also that the network is set up and functioning properly, users are trained, and monitoring and support mechanisms are in place to ensure the network's effectiveness as well as your company's overall success.

Packet Fusion Services Include:

- Network Operations Center (NOC) 24 x 7 x 365
- Proactive Monitoring of entire VoIP Network
- 4 Hour Onsite Emergency Response
- Consulting and Implementation
- VoIP Lan / Wan Assessments
- Contact Center Design and Implementation
- Disaster Recovery / Business Continuity Planning
- Training for end users & system administrators
- Dedicated Account Management
- Dedicated Project Management



ShoreTel Awards / Accolades:

- Circle of Excellence (top 10 vendors worldwide) – 2007, 2008, 2009, 2010, 2011, 2012, 201, 2014, 2015, 2016 & 2017
- Partner of the Year (#1 partner worldwide) – 2008, 2010, 2012, 2014 and 2015
- Major Account Partner (MAP) of the Year – 2008, 2010 and 2012
- Volume Achievement (#2 worldwide) - 2010, 2011, 2012, 2013, 2014
- Customer Satisfaction above 95% (currently at 98.69%)
- #1 Volume in Western US, 7 years running.
- "Platinum" certified ShoreTel VAR.
- Currently service the 3 largest multi-site single system image of ShoreTel
 - Gensler & Associates - 5,700 lines - 37 locations worldwide
 - CNET/CBSi - 4,200 lines - 14 locations worldwide
 - Robert Half International - 14,000 lines - 200+ locations worldwide

SHORETEL OVERVIEW

ShoreTel® is a leading provider of Pure IP Unified Communications solutions and known for exceptional customer satisfaction. ShoreTel's distributed architecture delivers unmatched reliability, scalability and manageability, plus a user interface that sets the standard for ease-of-use.

ShoreTel's Unified Communications system encompasses phones, switches, and software that are designed to allow easy deployment and rapid flexibility, and deliver world-class quality. ShoreTel's IP phones provide the ultimate in ergonomic and aesthetics design, as well as superior audio quality. ShoreGear® voice switches are purpose-built appliances with no moving media, delivering unmatched reliability and availability. And the ShoreWare® Call Manager end-user application suite makes it easier for users to communicate with anyone, anywhere, anyway they choose.

IP Phone System

The ShoreTel IP phone system is a completely integrated system that scales seamlessly from 1 to 10,000 users including PBX, voice mail, and automated attendant functions. The ShoreTel system is built from the ground up and designed to be the easiest to use, easiest to manage, full-featured IP phone system on the market today. Its distributed architecture is ideal for multi-site companies that span multiple locations because the ShoreTel IP phone system appears and behaves as a single, unified system.

Distributed Architecture

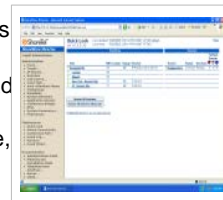
ShoreTel has designed this fully distributed Unified Communications (UC) system based on a unique and innovative architecture that is purpose-built with no single point of failure. The ShoreTel distributed architecture incorporates a switch-based hardware platform that makes each switch and site an independent call processor which continues to operate seamlessly in the event of wide area network (WAN) failure. Unlike other solutions, all server can be disconnected from the ShoreGear® switches and the ShoreTel phone system will continue to place and receive calls.



Voice applications, including voicemail and automated attendant, run on standard server hardware from anywhere on the IP network. The result is a single-image system across all geographies with complete feature transparency and integration of all PBXs, voice-mail systems, automated attendants, and Automatic Call Distribution (ACD) systems.

System Administration—ShoreWare Director

ShoreWare® Director is a Web-based network management tool that provides a single management interface for all voice applications, across all locations. This best-in-class management interface unifies all systems and tasks, instead of using separate management systems and administrators for multiple PBX, voicemail and automated attendant systems. Extremely easy to learn and use, the system helps improve administrator productivity, lower ownership costs and reduce IT resources.



Unified Communications

A successful Unified Communications (UC) solution can deliver significant benefits to any organization and help turn communication challenges into competitive advantages. When people know the most effective way to contact colleagues, they can efficiently obtain needed information and get work done, rather than spending on the job time tracking down the appropriate person.

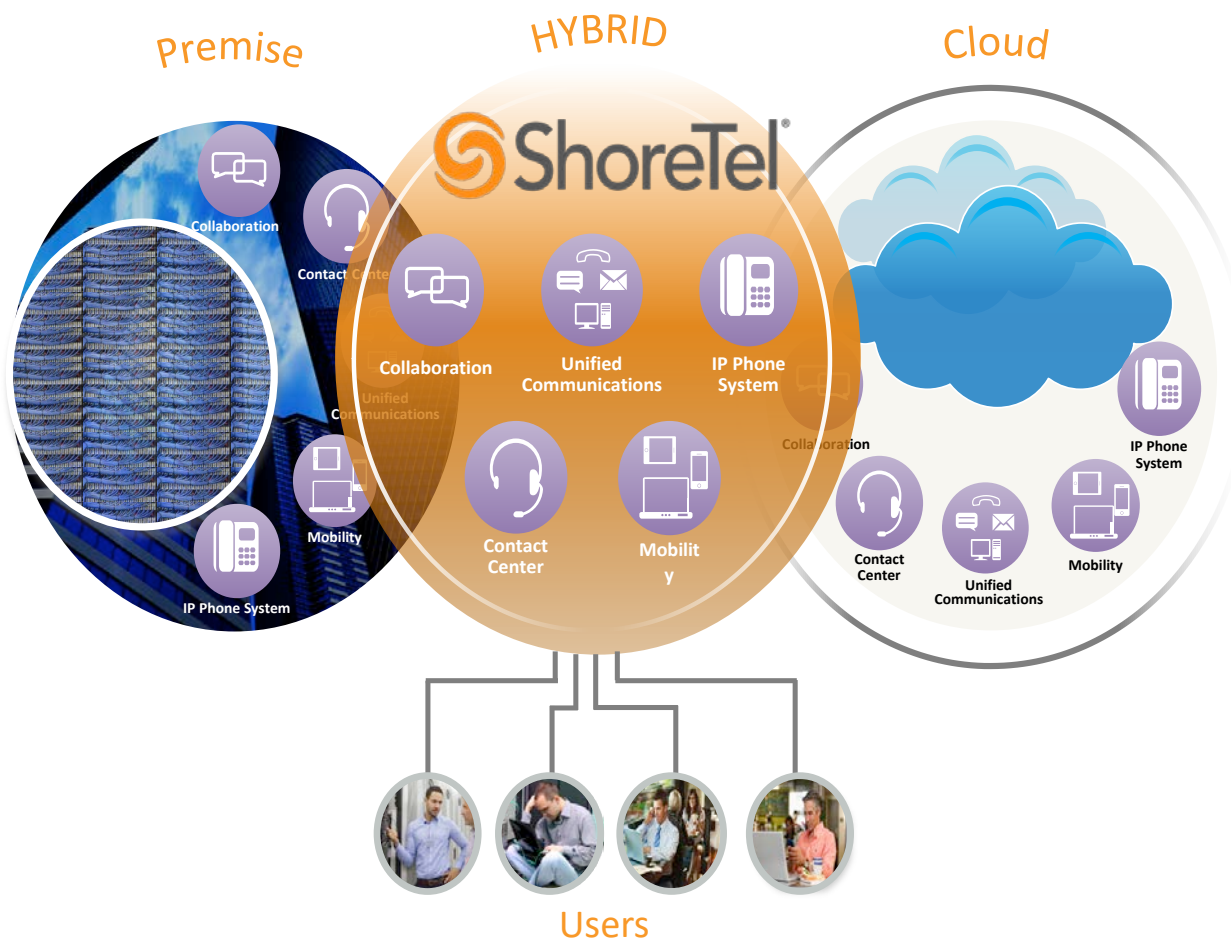
- Find Me Follow Me
- Desktop Video Conferencing
- Log into any phone on the network
- VPN(less) connectivity
- Full Mobile Client
- DID assignment to Cell Phone
- Instant Messaging
- Screen Pop for Contacts
- Video Conferencing
- Presence Information
- Call Handling Modes
- Click to Dial
- Desktop Collaboration

Hybrid Communications Platform

Reduce Capital Expenses While Leveraging Current Investments.

As a visionary provider of IP PBX phone systems and unified communications applications, ShoreTel sees the future of communications architecture as combining the best of two delivery methods: a hybrid cloud communications platform that delivers the resiliency, control and availability of an on-site "hardware-based" phone system with the immediacy, ease and flexibility of virtual PBX applications delivered from the cloud.

SHORETEL OVERVIEW



ShoreTel Hybrid: Premise AND Cloud

Terms & Conditions

Packet Fusion, Inc., ("Company"), hereby enters into this Agreement ("Agreement") with **City of Cupertino** ("Customer"), having its executive offices at: **10300 Torre Ave, Cupertino, CA 95014** Company and Customer intend that this Agreement shall apply exclusively to all orders placed by Customer with Company during the term hereof, and all Maintenance and Time and Material (T&M) Work performed by Company during the term hereof. NOW, THEREFORE, in consideration of sufficient good and valuable consideration received by each party, Company and Customer agree as follows:

A. LIMITED WARRANTY

1. Equipment. All equipment, materials, parts, components, and peripheral equipment ("Equipment"), described in the Scope of Work and supplied and/or installed by Packet Fusion pursuant to the attached Agreement, are warranted to be free of defects under normal use for the period of the manufacturer's written warranty. All assignable manufacturer's warranties applicable to such Equipment will be assigned to the Client upon installation. Any extended warranty available from the manufacturer of such Equipment may be made available to the Client. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment.

2. Labor. All labor and/or services ("Labor"), provided by Packet Fusion as described in the Scope of Work and provided pursuant to the attached Agreement, is warranted to be performed in a competent and professional manner, and to be free of defects under normal use for one (1) year from the date such Labor is provided.

3. Repair or Replace. Except as otherwise provided in the Manufacturer's written warranties, within the Limited Warranty periods set forth above, as to any defects in Equipment and/or Labor installed or supplied by Packet Fusion pursuant to the attached Agreement, the extent of Packet Fusion's liability is limited to the repair and/or the replacement of such Equipment with a similar item, free from the defects in question, or the re-performance of such services without such defects.

4. No Consequential or Liquidated Damages. In no event shall Packet Fusion be liable for any incidental, consequential or liquidated damages arising from or related to any alleged defect in the Equipment and/or Labor. Packet Fusion shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Packet Fusion, or caused by, or attributable to any reason beyond Packet Fusion's reasonable control.

5. No Other Warranties. The Limited Warranties provided herein are exclusive of, in lieu of, and Client hereby waives, any and all other warranties, guaranties, remedies, or liabilities, express or implied, arising by law or otherwise, including, without limitation, any warranty of merchantability, or fitness for a particular use. This Limited Warranty is only effective upon Client's payment in full of all sums due to Packet Fusion pursuant to the attached Agreement. This Limited Warranty cannot be extended, altered, or voided, except by a written agreement signed by an authorized officer of Packet Fusion and Client.

B. LIMITATIONS OF ACTION. Packet Fusion shall be relieved of all obligations and liability under this Limited Warranty if Client fails to report the defect, in writing, to Packet Fusion within thirty (30) days after such defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Equipment and/or Labor supplied and/or performed by Packet Fusion, may be brought by the Client more than one (1) year after the cause of action for same accrues.

C. PAYMENT TERMS. Unless otherwise specified in the attached Agreement, payment of all amounts due Packet Fusion are due when each invoice is rendered. Invoices remaining unpaid after thirty (30) days from the date of the invoice shall bear interest at the rate of one and one-half percent (1.5%) per month. Packet Fusion reserves the right to suspend all work if Client's account becomes materially past due. By executing the attached Agreement, Client also agrees to pay ALL costs incurred by Packet Fusion to collect the amounts due Packet Fusion, including but not limited to: legal fees, costs, in-house attorney costs and fees, collection service costs, etc.

D. CREATION OF LIEN. It is expressly understood and agreed by Client that a mechanic's lien in favor of Packet Fusion shall be created against the property where the Equipment and/or Labor are installed or provided. Said lien shall take effect immediately upon the installation of such Equipment and/or Labor. Packet Fusion agrees that said lien will not be recorded or foreclosed unless Client fails to timely pay for the Labor and Equipment furnished by Packet Fusion.

E. CONDITION OF PREMISES. Client shall bear full responsibility for the condition of the building and premises in which said Labor and/or Equipment is to be installed. Client shall make any and all alterations or repairs to said building or premises that are reasonably necessary to accommodate such installation, and shall provide reasonable and adequate access to said premises.

F. NO HIRE POLICY. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement, or the completion of the project, whichever is later, the Client agrees that it will not, either directly or indirectly, hire, employ, retain, offer to employ, or solicit the employment of, any individual that was employed by Packet Fusion during the term of this Agreement, nor will Client attempt to do any of the foregoing. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Packet Fusion as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Packet Fusion an amount equal to 50 % of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Packet Fusion.

G. NON-ASSIGNABILITY. The rights and duties of Client and Packet Fusion cannot be assigned by either party, without the advance written consent of the remaining party to the attached Agreement, which consent shall not be unreasonably withheld.

H. GOVERNING LAW. This Limited Warranty and the attached Agreement shall be governed by and construed in accordance with the laws of the state where such Equipment and/or Labor are supplied by Packet Fusion.

I. TOLL FRAUD. Packet Fusion will adhere to the manufacturer's specifications to secure the system to prevent toll fraud. In no way Packet Fusion liable for any toll fraud that may occur.

J. BILLABLE ITEMS NOT COVERED BY MAINTENANCE / WARRANTY or INSTALLATION.

(a) Remote VOIP Phones: All Hardware is covered. Anytime spent troubleshooting the customer's WAN/ LAN / VPN will be billed on a time and materials basis.

(b) Desktop Applications: Unified Messaging, Faxing, SoftPhone and all versions of Communicator: Packet Fusion will warrant that the ShoreTel software provided works as per the manufacturer specifications. Any time spent troubleshooting on a customer's PC, Laptop, Notebook, LAN / WAN or desktop image to assure compatibility will be billed at time and materials basis, unless expressly outlined or committed to elsewhere in this agreement.

K. RETURNS. Unopened hardware may be returned prior to cut-over for 100% credit. All software licenses are not returnable for any type of refund.

L. DELIVERY OF SOFTWARE. All software will be delivered electronically. No physical media containing the software will be provided.

SCOPE OF WORK

Work to be performed: Implementation of Telephony Solution Pre-installation Planning

Packet Fusion is responsible for conducting most pre-installation planning. The installation will be based on this information and any significant change after it is completed may result in additional charges.

Installation

TELEPHONY SYSTEM installation is limited to one (1) site per installation purchase. During the installation Packet Fusion shall perform the following tasks:

- Conduct a kick off meeting at the customer's site to review the project and create a time line with associated tasks for all parties involved.
- Provide a project manager to oversee the installation and act as a liason between the customer, the customer's vendors working on the project and Packet Fusion.
- Assist in ordering telco from the chosen vendor.
- Install chassis, modules, and software purchased.
- Delivery, setup, installation, configuration of the hardware components and affiliated software for TELEPHONY SYSTEM.
- This includes mounting in a customer provided and installed rack or Customer provided and installed wallboard.
- All software will be the current version that ShoreTel offers.
- All optional features purchased at time of installation purchase will be installed (i.e. voicemail, voice mail upgrades, etc.)
- Configuration of TELEPHONY SYSTEM, extensions, dial plans, telco circuits and telephones.
- Install, label (using Customer provided labeling plan), and test TELEPHONY SYSTEM telephones purchased at time of installation purchase.
- Provide link from Telco demark if within 10 feet of TELEPHONY SYSTEM location to TELEPHONY SYSTEM
- Verify TELEPHONY SYSTEM and configuration
- Utilizing test plan to insure that all items installed and configured by Packet Fusion are properly working according to TELEPHONY SYSTEM specifications.
- Provide end user training (up to one hour class with 8 to 10 users in each class) on installed telephone and voicemail functionality.
- Provide System Administrator training. 1 to 2 individuals for a single 3 hour class.
- Provide Documentation
- A drawing indicating the logical layout of the installed TELEPHONY SYSTEM system.
- Written documentation of the TELEPHONY SYSTEM configuration, dial plan, and extensions that were installed and configured by Packet Fusion.
- PFI will install the desktop applications on several of the customers workstations. It is the customers responsibility to deploy these applications. PFI has allotted 4 hours to assist in this desktop application installation and compatability test. Any time above this will be billed on a time and materials basis.

Web Portal

With your purchase, like all Packet Fusion customers, You will have a personalized Web Portal into the Packet Fusion corporate system. This will allow you to review and expedite all ongoing relations with Packet Fusion, such as placing and tracking service requests, placing orders for additional phones, reviewing account statements and links to support and reference material.

Project Management

Packet Fusion adheres to a rigorous standard of project management for each of its contracted solutions. This entails the assignment of a Project Manager to the installation of your system who will establish milestones and coordinate all steps in the process. With this detail, you can be assured of a smooth, trouble-free and on-time completion of your transition to a new phone system.

SCOPE OF WORK (CONT.)

CUSTOMER REQUIREMENTS

During or prior to the installation, the Customer or it's representative shall perform the following tasks:

- Provide a liaison to manage Customer's participation in the installation and be available to support the project. This person will serve as a primary contact between the Customer and Packet Fusion to assist in the execution and training associated with the project.
- Provide VPN access to telephone system to give Packet Fusion remote access to the TELEPHONY SYSTEM for remote system installation, configuration, monitoring and maintenance.
- Provide all required connectivity to the public switched telephone network prior to scheduling the installation.
- Insure that all required electrical facilities are in place to support the TELEPHONY SYSTEM installation and ongoing functionality.
- Provide assistance as required to define the procedures to handle Customer interactions.
- Identify up to (number) staff members to be trained in solution use. All of these agents must work in Customer facility where the solution is installed.
- Allow Packet Fusion reasonable access to the Components during the term of this installation.
- Provide a script for each voice-greeting file to be recorded.
- Customer will have a facility available for installation of the TELEPHONY SYSTEM. This facility will be suitable to provide a secure location for the Components, with adequate floor/rack space, power, ventilation, and voice and data network connectivity.
- Customer will have all required outside telephone lines installed with connectivity to the facility.
- Customer will have any required equipment racks and/or cable management hardware in place at the facility. Customer will provide such items as needed to meet Customer's requirements.
- If 19 inch rack space is not used and wall mounting is required, the Customer will have the 3/4 inch plywood mounted to the wall location for TELEPHONY SYSTEM installation.
- Customer to supply all patch cords from patch panel to data switch.
- Customer to provide a LAN/WAN that supports VLANs / Layer 3 routing / POE / QOS. Packet Fusion has allocated 4 hours to consult with the customer on thier LAN/WAN environment. Any time spent troubleshooting customer's LAN/WAN above and beyond this will be billed on a Time and Materials basis.
- If the customer elects to not allow PFI to utilize our Kaseya remote agent to manage windows updates and virus protection, it is the customer's responsibility to maintain the servers whether provided by the customer or Packet Fusion. This includes: appropriate windows update, virus protection and back ups.
- All back ups of configuration, vociemail WAV files, etc.

OTHER PROJECT CONSIDERATIONS:

Customer must have all paperwork and signatures returned to Packet Fusion in adequate timeframe to facilitate equipment procurement. The typical lead-time is approximately four to six weeks. All work is quoted to be done on a weekday when the customer can be with out phone service. Proposed cut date is to be determined.

EXCLUSIONS:

The following are specifically excluded:

- Any and all cabling unless expressly included.
- All aspects relating to ordering, installation, or testing of circuits from dial tone provider.
- Adds, moves or changes occurring after the installation is complete.
- Training in excess of that provided above.
- Any obligation to provide installation services of future upgrades to any hardware or software

SERVER / OS / VIRTUALIZATION REQUIREMENTS

OPERATING SYSTEM - SPECS

Windows server platform required for HQ or DVS Server software	ShoreTel 11 family	ShoreTel 12 family	ShoreTel 13 family	ShoreTel 14 family
Windows Server 2003 (32/64 bit) Standard or Enterprise Edition	√	√	Not supported	Not supported
Windows Server 2003 Embedded (Telecom) Edition	√	√	√	√
Windows Server 2008 (32 or 64 bit) Standard or Enterprise Edition	√	√	√	√
Windows Server 2012 Standard or DataCenter Edition	Not supported	Not supported	Not supported	√

VIRTUAL - SPECS

Virtual Machine Requirements

Below are virtual machine requirements for edge gateway:

all other processors should be benchmarked against the processor above by consulting

<http://www.cpubenchmark.net>.

Size	RAST Connections	Active RAST Calls	Clients	Processor	Cores	RAM per VM
Small	100	50	50	intel Xeon CPU e5- 2680v3@2 .5ghz	2	2 gB
Medium	500	100	400	intel Xeon CPU e5- 2680v3@2 .5ghz	4	4 gB
Large	2,000	200	800	intel Xeon CPU e5- 2680v3@2 .5ghz	8	8 gB

SERVER SPECS

	IP	FXO	FXS	T1/ E1	SIP Max	Conf inc	Conf Max	HG PG	BCA	3mm Page	3m m MoH	PFT	Long Loop	Neon MWI
ST50A	50	4	4	-	8	6	14	24	36	Y	Y	Y	-	-
ST100A	100	8	6	-	14	12	26	24	36	Y	Y	Y	-	-
ST100DA	100	2	6	1	38	12	50	24	36	Y	Y	Y	-	-
ST1D	-	-	-	1	30	-	-	-	-	Y	Y	-	-	-
ST2D	-	-	-	2	60	-	-	-	-	Y	Y	-	-	-
ST200	200	-	-	-	-	12	-	24	36	Y	Y	-	-	-
ST500	500	-	-	-	-	24	-	24	36	Y	Y	-	-	-
ST24A	-	-	24	-	-	-	24	24	36	Y	Y	-	Y	Y
ST48A	-	-	48	-	-	-	48	24	36	Y	Y	-	Y	Y

City of Cupertino

5/26/2018

CITY HALL	\$	66,843.73
BLACKBERRY FARM	\$	6,399.10
GOLF PRO SHOP	\$	498.48
CITY ATTORNEY	\$	4,538.47
MONTE VISTA REC	\$	2,809.56
QUINLAN	\$	16,772.56
MCCLELLAN RANCH PRESERVE	\$	3,241.78
SENIOR CENTER	\$	10,721.38
SERVICE CENTER	\$	14,611.43
SPORTS CENTER & TEEN CENTER	\$	6,267.38
UNKNOWN- GOLF COURSE	\$	498.48
OPTIONAL - SIPARATOR (SESSION BOARDER CONTROLLER - SBC)	\$	16,291.88
MOBILITY ROUTER	\$	1,312.50
REMOTE GATEWAY	\$	937.50
CONFERENCE BRIDGE	\$	625.00
TOTAL INVESTMENT (PRE ESTIMATED S&H AND SALES TAX)	\$	152,369.23
	CA Tax Est.	\$ 6,122.32
	S&H Estimate	\$ 2,090.75
TOTAL INVESTMENT (WITH ESTIMATED S&H AND SALES TAX)	\$	160,582.30
3 YEAR PREMIUM PARTNER SUPPORT	\$	17,555.29
TOTAL INVESTMENT (WITH 3 YEAR SUPPORT)	\$	178,137.59
5 YEAR PREMIUM PARTNER SUPPORT	\$	33,711.14
TOTAL INVESTMENT (WITH 5 YEAR SUPPORT)	\$	194,293.44

Project Information				Quote Exp Date 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		City Hall			
		Customer PO #: N/A			
City Hall					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10527	500110	Voice Switch ST200, 1U 1/2-W. MaxCap: 200 IP Phones . Reqs Connect	\$ 4,500.00	\$ 4,500.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
15	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ 3,285.00
135	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 49,815.00
LICENSES, SOFTWARE & APPLICATIONS					
15	SHO-30145	300040	License, Courtesy Onsite - Ext. Only, No Vm, No Client, No Add-Ons	\$ 99.00	\$ 1,485.00
135	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 26,865.00
1	SHO-21020	300015	Distributed Voice Services License	\$ 995.00	\$ 995.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-L	830001	MDF Material (24 Port Patch Panel, IP Power Strip, 16 GB USB, Serial Cable)	\$ 450.00	\$ 450.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 87,510.00
				Installation / Training	\$ 14,062.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 3,527.03
				Sub-Total	\$ 105,099.53
				Shoretel Equipment / PFI Discount	\$ (38,255.80)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 66,843.73
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (fs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 2,953.89
				S&H Estimate	\$ 924.64
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$70,722.26

Project Information				Quote Exp Date	7/25/2018
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03
Project:	ShoreTel/Mitel Connect Install				
Customer Name/Contact:	City of Cupertino / Bill Mitchell				
Location/Address:	Blackberry Farm				
				Customer PO #:	N/A
Blackberry Farm					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
2	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ 438.00
9	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 3,321.00
LICENSES, SOFTWARE & APPLICATIONS					
2	SHO-30145	300040	License, Courtesy Onsite - Ext. Only, No Vm, No Client, No Add-Ons	\$ 99.00	\$ 198.00
9	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 1,791.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenal)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 8,508.00
				Installation / Training	\$ 1,031.25
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 486.77
				Sub-Total	\$ 10,026.02
				Shoretel Equipment / PFI Discount	\$ (3,626.92)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 6,399.10
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 314.10
				S&H Estimate	\$ 91.90
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$6,805.10

Project Information				Quote Exp Date: 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			Customer PO #: N/A
Location/Address:		Golf Pro Shop			
Golf Pro Shop					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
1	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 369.00
LICENSES, SOFTWARE & APPLICATIONS					
1	SHO-30148	300032	License Bundle, Standard Onsite-Ext+MB, 8 Pty AC, PCM, IM/Coll, Web/App Dlr, Mob CIt, Rem Ph, SFDC CRM	\$ 299.00	\$ 299.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
				Equipment Subtotal	\$ 668.00
				Installation / Training	\$ 93.75
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 30.65
				Sub-Total	\$ 792.40
				Shoretel Equipment / PFI Discount	\$ (293.92)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 498.48
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 18.60
				S&H Estimate	\$ 7.01
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$524.09

Project Information				Quote Exp Date: 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		City Attorney			
Customer PO #: N/A					
City Attorney					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
6	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 2,214.00
LICENSES, SOFTWARE & APPLICATIONS					
6	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 1,194.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenol)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 6,168.00
				Installation / Training	\$ 562.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 405.29
				Sub-Total	\$ 7,135.79
				Shoretel Equipment / PFI Discount	\$ (2,597.32)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 4,538.47
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (r1s. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 236.24
				S&H Estimate	\$ 67.33
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$4,842.03

Project Information				Quote Exp Date: 7/25/2018	
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03
Project:	ShoreTel/Mitel Connect Install				
Customer Name/Contact:	City of Cupertino / Bill Mitchell				
Location/Address:	Monte Vista Rec				
Customer PO #: N/A					
Monte Vista Rec					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
2	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 738.00
LICENSES, SOFTWARE & APPLICATIONS					
2	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 398.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenol)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 3,896.00
				Installation / Training	\$ 187.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 323.70
				Sub-Total	\$ 4,407.20
				Shoretel Equipment / PFI Discount	\$ (1,597.64)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 2,809.56
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (r1s. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 161.85
				S&H Estimate	\$ 43.47
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$3,014.87

Project Information				Quote Exp Date 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		Quinlan			
		Customer PO #: N/A			
Quinlan					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
2	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ 438.00
33	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 12,177.00
LICENSES, SOFTWARE & APPLICATIONS					
2	SHO-30145	300040	License, Courtesy Onsite - Ext. Only, No Vm, No Client, No Add-Ons	\$ 99.00	\$ 198.00
33	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 6,567.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenal)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 22,140.00
				Installation / Training	\$ 3,281.25
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 976.31
				Sub-Total	\$ 26,397.56
				Shoretel Equipment / PFI Discount	\$ (9,625.00)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 16,772.56
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 760.45
				S&H Estimate	\$ 235.03
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$17,768.04

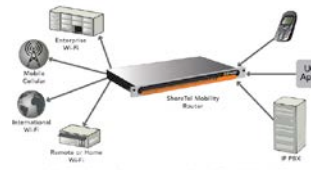

Project Information				Quote Exp Date	7/25/2018
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03
Project:	ShoreTel/Mitel Connect Install				
Customer Name/Contact:	City of Cupertino / Bill Mitchell				
Location/Address:	McClellan Ranch Preserve				
				Customer PO #:	N/A
McClellan Ranch Preserve					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
3	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 1,107.00
LICENSES, SOFTWARE & APPLICATIONS					
3	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 597.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenol)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 4,464.00
				Installation / Training	\$ 281.25
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 344.09
				Sub-Total	\$ 5,089.34
				Shoretel Equipment / PFI Discount	\$ (1,847.56)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 3,241.78
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (r1s. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 180.44
				S&H Estimate	\$ 49.43
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$3,471.66

Project Information				Quote Exp Date	7/25/2018
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03
Project:	ShoreTel/Mitel Connect Install				
Customer Name/Contact:	City of Cupertino / Bill Mitchell				
Location/Address:	Senior Center				
				Customer PO #:	N/A
Senior Center					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
2	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ 438.00
19	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 7,011.00
LICENSES, SOFTWARE & APPLICATIONS					
2	SHO-30145	300040	License, Courtesy Onsite - Ext. Only, No Vm, No Client, No Add-Ons	\$ 99.00	\$ 198.00
19	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 3,781.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenal)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 14,188.00
				Installation / Training	\$ 1,968.75
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 690.75
				Sub-Total	\$ 16,847.50
				Shoretel Equipment / PFI Discount	\$ (6,126.12)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 10,721.38
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 500.08
				S&H Estimate	\$ 151.54
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$11,372.99

Project Information				Quote Exp Date 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		Service Center			
Customer PO #:		N/A			
Service Center					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
2	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ 438.00
28	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 10,332.00
LICENSES, SOFTWARE & APPLICATIONS					
2	SHO-30145	300040	License, Courtesy Onsite - Ext. Only, No Vm, No Client, No Add-Ons	\$ 99.00	\$ 198.00
28	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 5,572.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenal)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 19,300.00
				Installation / Training	\$ 2,812.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 874.33
				Sub-Total	\$ 22,986.83
				Shoretel Equipment / PFI Discount	\$ (8,375.40)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 14,611.43
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 667.46
				S&H Estimate	\$ 205.21
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$15,484.10



Project Information				Quote Exp Date: 7/25/2018	
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03
Project:	ShoreTel/Mitel Connect Install				
Customer Name/Contact:	City of Cupertino / Bill Mitchell				
Location/Address:	Sports Center & Teen Center				Customer PO #: N/A
Sports Center & Teen Center					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
1	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ 2,000.00
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
10	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 3,690.00
LICENSES, SOFTWARE & APPLICATIONS					
10	SHO-30147	300031	License Bundle, Essentials Onsite-Ext+MB, 8 Party Aud Conf, PCM, IM & Collab, Web & App Dialer.	\$ 199.00	\$ 1,990.00
1	SHO-30044	300002	Additional Site License	\$ 495.00	\$ 495.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
1	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenol)	\$ 150.00	\$ 150.00
1	SHO-10223	810256	19" Relay Rack Shelf For ½ U Shoregear Units	\$ 115.00	\$ 115.00
				Equipment Subtotal	\$ 8,440.00
				Installation / Training	\$ 937.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 486.88
				Sub-Total	\$ 9,864.38
				Shoretel Equipment / PFI Discount	\$ (3,597.00)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 6,267.38
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (r1s. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 310.63
				S&H Estimate	\$ 91.18
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$6,669.19

Project Information				Quote Exp Date: 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		Unknown- Golf Course			
Customer PO #:		N/A			
Unknown- Golf Course					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
SWITCHES & EQUIPMENT					
VIRTUAL APPLIANCES					
PHONES & EQUIPMENT					
1	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ 369.00
LICENSES, SOFTWARE & APPLICATIONS					
1	SHO-30148	300032	License Bundle, Standard Onsite-Ext+MB, 8 Pty AC, PCM, IM/Coll, Web/App Dir, Mob CIt, Rem Ph, SFDC CRM	\$ 299.00	\$ 299.00
SERVER & EQUIPMENT					
ADDITIONAL ITEMS & COMPONENTS					
				Equipment Subtotal	\$ 668.00
				Installation / Training	\$ 93.75
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 30.65
				Sub-Total	792.40
				Shoretel Equipment / PFI Discount	\$(293.92)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 498.48
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment					
* The above quote does not include taxes and shipping charges.					
* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (Hs. 14) or VMWare. Unless included above.					
* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.					
				CA Tax Est.	\$ 18.60
				S&H Estimate	\$ 7.01
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$524.09

Project Information						Quote Exp Date	1/25/2018
Quote Date & No.	5/26/2018	KD-2018-0427-CCUP				Config Tool Ver.	PFI_2017 v.08.03
Project:	ShoreTel/Mobitel Connect Install						
Customer Name/Contact:	City of Cupertino / Bill Mitchell						
Location/Address:	MOBILITY ROUTER						
MOBILITY ROUTER							
ShoreTel Mobility: Empowering the mobile workforce to communicate efficiently and cost-effectively.							
ShoreTel Mobility extends the full power of a desk phone and Unified Communications (UC) capabilities to a mobile and sets the user free to communicate from any location (office, home, hotspots) by enabling access to any network (cellular or Wi-Fi), simply and cost effectively.							
Businesses of all sizes are deploying ShoreTel Mobility to address the key challenges associated with mobile phone use: soaring international roaming costs, poor in-building coverage, and integration into corporate PBX and Unified Communications systems.							
Not only is ShoreTel Mobility an inherent component of the ShoreTel Unified Communications system, but it also easily integrates with other PBX systems , including those from Cisco, Avaya, Alcatel, Siemens, and UC systems such as Microsoft OCS.							
 							
* ShoreTel Mobility extends the full power of a desk phone and Unified Communications (UC) capabilities to a mobile and sets the user free to communicate from any location (office, home, hotspots) by enabling access to any network (cellular or Wi-Fi), simply and cost effectively.							
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED		
MOBILITY ROUTER							
0	SHO-80120	60032	Shoretel Mobility Router RA2000 Appliance & Server Software. Supports 10 To 100 Users & Is Available W/ Secure Remote Voice. Redundancy Not Available.	\$ 4,995.00	\$ -		
0	SHO-80121	810224	Shoretel Mobility Router RA4000 Appliance & Server Software. Supports 10 To 1,000 Users & Is Available With Secure Remote Voice + High Availability Options. Redundancy Available W/Purchase of 2nd Appliance.	\$ 6,995.00	\$ -		
0	SHO-80122	810225	Shoretel Mobility Router RA6000 Supports 10 To 5,000 Users Appliance & Server Software. Is Available With Secure Remote Voice. High Availability. Hardware Encryption/Decryption. + Hardware VOIP Acceleration Options. Redundancy	\$ 14,995.00	\$ -		
0	SHO-30141	300115	Shoretel Mobility Virtualized Router License & 10 Access Licenses	\$ 1,995.00	\$ -		
0	SHO-30157	200012	Connect Onsite Virtual Mobility Router & Software	\$ 1,995.00	\$ -		
0	N+1 -VSwitch	-	N+1 Virtual Switch	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
CLIENT ACCESS CLIENT (CAL)							
0	SHO-30148	300032	License Bundle, Standard Onsite-Ext-MB, 8 Pty AC, PCM, IM/Call, Web/App Dir, Mob Ctl, Rem Ph, SFDC CRM	\$ 299.00	\$ -		
0	SHO-30149	300102	License Bundle, Advanced Onsite-Ext-MB, 8 Pty AC, PCM, IM/Call, Web/App Dir, Mob Ctl, Rem Ph, SFDC CRM	\$ 499.00	\$ -		
0	SHO-30105	300073	Shoretel Roamanywhere Client Access License, 1 Use	\$ 150.00	\$ -		
0	-	-	-	\$ -	\$ -		
DEVICE USAGE LICENSE							
0	RA-MOD-IPHONE	300093	Usage License For 1 iPhone Or iPod Touch	\$ -	\$ -		
0	RA-MOD-WINMO	300094	Usage License For One Windows Mobile Device	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
SHORETEL LICENSES							
0	SHO-30040	300056	Mailbox-Only License	\$ 90.00	\$ -		
0	SHO-30043	300082	SIP Trunk Software License-Mobile Call Signaling To Shoretel Router & Smartphone Initiated Conf Calls	\$ 50.00	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
VIRTUAL APPLIANCES							
0	SHO-30134	300050	Virtual Phone Capacity License. Qty 1. Each Phone Also Requires An Extension License.	\$ 45.00	\$ -		
0	SHO-30135	300036	Virtual Phone Capacity License. Qty 50. Each Phone Also Requires An Extension License.	\$ 1,750.00	\$ -		
0	SHO-30136	300035	Virtual Phone Capacity License. Qty 200. Each Phone Also Requires An Extension License.	\$ 5,000.00	\$ -		
0	SHO-30137	300051	Virtual SIP Trunk License. Enable 1 SIP Trunk On A Shoretel Virtual SIP Trunk Switch.	\$ 95.00	\$ -		
0	SHO-30138	300037	Virtual SIP Trunk License. Enables 25 SIP Trunks On A Shoretel Virtual SIP Trunk Switch.	\$ 2,125.00	\$ -		
0	SHO-30139	300038	Virtual SIP Trunk License. Enables 50 SIP Trunks On A Shoretel Virtual SIP Trunk Switch.	\$ 3,750.00	\$ -		
0	SHO-30140	300048	Upgrade-SIP Trunk Lic (30043) To Virtual SIP Trunk Lic. Enables 1 SIP Trunk On Virtual SIP Trunk Switch	\$ 45.00	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
SHORETEL GATEWAYS							
0	SHO-10523	500097	Voice Switch ST50A, 1U 1/2-W. MaxCap: 50 IP Ph, 4 An Ext, 8 SIP Trk, 4 An Trk. Reqs Connect	\$ 2,000.00	\$ -		
0	SHO-10524	500095	Voice Switch ST100A, 1U 1/2-W. MaxCap: 100 IP Ph, 6 An Ext, 14 SIP Trk, 8 An Trk. Reqs Connect	\$ 3,200.00	\$ -		
0	SHO-10525	500104	Voice Switch ST100DA, 1U 1/2-W. MaxCap:100IP Ph,6AnExt,38SIPTrk,2AnTrk,1DtgTrk(T1/E1). Reqs Connect	\$ 6,100.00	\$ -		
0	SHO-10526	500096	Voice Switch ST1D, 1U 1/2-W. MaxCap: 30 SIP Trk, 1 Dtg Trk (T1 Or E1). Reqs Connect	\$ 3,000.00	\$ -		
0	SHO-10529	500103	Voice Switch ST2D, 1U 1/2-W. MaxCap: 60 SIP Trk, 2 Dtg Trks (T1 Or E1). Reqs Connect	\$ 5,400.00	\$ -		
0	SHO-10527	500110	Voice Switch ST200, 1U 1/2-W. MaxCap: 200 IP Phones. Reqs Connect	\$ 4,500.00	\$ -		
0	SHO-10528	500111	Voice Switch ST500, 1U 1/2-W. MaxCap: 500 IP Phones. Reqs Connect	\$ 10,000.00	\$ -		
0	SHO-10531	500100	Voice Switch ST24A, 1U Full-W. MaxCap: 24 An Ext No IP Ph/Trk Supp. Reqs Connect	\$ 3,000.00	\$ -		
0	SHO-10530	500102	Voice Switch ST48A, 1U Full-W. MaxCap: 48 An Ext No IP Ph/Trk Supp. Voltage MWI Supp. Reqs Connect	\$ 5,400.00	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
SHORETEL DOCKING STATION							
0	SHO-10492	810221	Shoretel Docking Station IP Phone 5/6. Lightning Adapter. Req's St Mob	\$ 349.00	\$ -		
0	SHO-60164	0	Bracket For Use of iPad Air® With The Shoretel Dock (Apple Lightning).	\$ 20.00	\$ -		
0	-	-	-	\$ -	\$ -		
ADDITIONAL ITEMS & COMPONENTS							
0	MDF-L	830001	MDF Material (24 Port Patch Panel, IP Power Strip, 16 GB USB, Serial Cable)	\$ 450.00	\$ -		
0	MDF-S	830000	MDF Material (24 Port Patch Panel With Premiated Amphenol)	\$ 150.00	\$ -		
0	SHO-10521	500112	Shoretel ST Voice Switch Wall Mount Bracket Kit. Includes 1/2-W ST V Switch Bracket+Hardware	\$ 75.00	\$ -		
0	SHO-10523	810256	19" Relay Rack Shelf For 1/2 U Shoregear Units	\$ 115.00	\$ -		
0	SHO-10533	810261	Wall Mounting Plate For IP400 Series Phones	\$ 35.00	\$ -		
0	SHO-10428	0	Wall Mounting Kit For Shoretel IP655	\$ 35.00	\$ -		
0	SHO-60165	810195	Paging Adapter PA-1	\$ 45.00	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
0	-	-	-	\$ -	\$ -		
				Equipment Subtotal	\$ -		
				Installation / Training	\$ 1,312.50		
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ -		
				Sub-Total	\$ 1,312.50		
ADD-ON FEATURE: WIRELESS SITE SURVEY							
0	PFI-WS	700011	\$2,500.00 Per 100,000 Square Feet of Coverage Which Is A One Day Engagement. A Comprehensive Report Will Be Delivered With All Findings. To Fix These Finds. The Cost Is \$225.00 Per Hour.	\$ 2,500.00	\$ -		
				Shoretel Equipment / PFI Discount	\$ -		
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 1,312.50		
* The above application requires a WiFi network optimized for VoIP, which is not included in the above pricing. Customer to supply WiFi network, unless expressly outlined or committed to elsewhere in this agreement.							
* The above quote does not include taxes and shipping charges.							
* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment.							
* Customer to supply servers for Shoreware Director and Distributed VM. Windows 2008, Windows 2012 (R2, 14) or VMWare. Unless included above.							
* Customer to supply data network (LAN / WAN) that supports QoS and Power over Ethernet. Unless included elsewhere in this proposal.							
				CA Tax Est.	\$ -		
				S&H Estimate	\$ -		

Project Information				Quote Exp Date		7/25/2018																															
Quote Date & No.:		5/26/2018		KD-2018-0427-CCUP		Config. Tool Ver:		PFI_2017-v.08.03																													
Project:		ShoreTel/Mitel Connect Install																																			
Customer Name/Contact:		City of Cupertino / Bill Mitchell																																			
Location/Address:		REMOTE GATEWAY																																			
REMOTE GATEWAY																																					
<p>The ShoreTel Connect Edge Gateway is a remote access solution offered to ShoreTel ONSITE customers. It enables users to connect securely to their ShoreTel solution by using the following endpoints:</p> <ul style="list-style-type: none">• IP 400 series phone (all models)• Connect Windows and MAC client• Connect Contact Center• Web collaboration client					<p>Virtual Machine Requirements</p> <p>Below are virtual machine requirements for Edge Gateway:</p> <table><tr><th>Size</th><th>RAST Connections</th><th>Active RAST Calls</th><th>Clients</th><th>Processor</th><th>Cores</th><th>RAM per VM</th></tr><tr><td>Small</td><td>100</td><td>50</td><td>50</td><td>Intel Xeon CPU E5-2680v3@2.5GHz</td><td>2</td><td>2 GB</td></tr><tr><td>Medium</td><td>500</td><td>100</td><td>400</td><td>Intel Xeon CPU E5-2680v3@2.5GHz</td><td>4</td><td>4 GB</td></tr><tr><td>Large</td><td>2,000</td><td>200</td><td>800</td><td>Intel Xeon CPU E5-2680v3@2.5GHz</td><td>8</td><td>8 GB</td></tr></table>					Size	RAST Connections	Active RAST Calls	Clients	Processor	Cores	RAM per VM	Small	100	50	50	Intel Xeon CPU E5-2680v3@2.5GHz	2	2 GB	Medium	500	100	400	Intel Xeon CPU E5-2680v3@2.5GHz	4	4 GB	Large	2,000	200	800	Intel Xeon CPU E5-2680v3@2.5GHz	8	8 GB
Size	RAST Connections	Active RAST Calls	Clients	Processor	Cores	RAM per VM																															
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Large	2,000	200	800	Intel Xeon CPU E5-2680v3@2.5GHz	8	8 GB																															
<p>By using the RAST protocol (UDP-based) and offering control over an expanded codecs list, the Edge Gateway solution delivers better voice quality for remote phone calls when experiencing less than ideal internet conditions. This appliance also provides end-to-end encryption for all traffic and does not require installation of a VPN client on any endpoint.</p>																																					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED																																
REMOTE GATEWAY VIRTUAL																																					
1	SHO-30144	300049	Virtual Edge Gateway Server License . Enables Reverse Proxies (No Voice Or Video) For Remote Desktop Clients . Soft Phone & 400 Series Desk Phones Require A Remote Phone License, Included In Standard & Advanced Bundles & Sold Standalone (Sku 30143) .	\$ -	\$ -																																
0	SHO-30143	300101	Edge Gateway Remote Phone License . Enables A User To Remotely Use A 400 Series Phone, Softphone, Or Shoretel Conferencing For The Web Client. Only Required If The Not Included In The Bundled License Package.	\$ 150.00	\$ -																																
0	SHO-30148	300032	License Bundle, Standard Onsite-Ext+MB, 8 Pty AC, PCM, IM/Coll, Web/App Dir, Mob Clt, Rem Ph, SFDC CRM	\$ 299.00	\$ -																																
0	SHO-30149	300102	License Bundle, Advanced Onsite-Ext+MB, 8 Pty AC, PCM, IM/Coll, Web/App Dir, Mob Clt, Rem Ph, SFDC CRM	\$ 499.00	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
PHONES																																					
0	SHO-10495	100027	IP Phone IP420 - 2 Line Black - (Requires 14.X)	\$ 189.00	\$ -																																
0	SHO-10546	0	IP Phone IP420G - 2 Line Black - (Requires Connect Onsite)	\$ 219.00	\$ -																																
0	SHO-10496	100029	IP Phone IP480 - 8 Line Black - (Requires 14.X)	\$ 299.00	\$ -																																
0	SHO-10497	100030	IP Phone IP480G - 8 Line Gig - (Requires 14.X)	\$ 369.00	\$ -																																
0	SHO-10498	100031	IP Phone IP485G - 8 Line Gig Color Lcd - (Requires 14.X)	\$ 429.00	\$ -																																
0	SHO-10429	100042	IP Phone IP655 W/Large Backlit Touch Color Display (Requires 11.1 +)	\$ 749.00	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
SERVER & EQUIPMENT																																					
0	R430-S-SW	600008	Poweredge R430 - Single Intel Xeon / Single TB HD / Single PS - MS Windows Server	\$ 5,450.00	\$ -																																
0	R430-D-SW	600008	Poweredge R430 - Dual Intel Xeon / Dual TB HD / Dual PS - MS Windows Server	\$ 6,250.00	\$ -																																
0	R430-S-NO	600008	Poweredge R430 - Single Intel Xeon / Single TB HD / Single PS - No Operating System	\$ 4,750.00	\$ -																																
0	R430-D-NO	600008	Poweredge R430 - Dual Intel Xeon / Dual TB HD / Dual PS - No Operating System	\$ 5,250.00	\$ -																																
0	A9260848	600045	Microsoft Windows Server 2012 Standard Edition	\$ 1,150.00	\$ -																																
0	A8318129	200056	VLA VMware Vsphere 6 Essentials Kit For 3 Hosts Max, 2 Processors/Host	\$ 950.00	\$ -																																
0	A9172396	910124	Vsphere 6 Essentials Kit Subscription 1 Year	\$ 115.00	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
ADDITIONAL ITEMS & COMPONENTS																																					
0	MDF-L	830001	MDF Material (24 Port Patch Panel, IP Power Strip, 16 GB USB, Serial Cable)	\$ 450.00	\$ -																																
0	MDF-S	830000	MDF Material (24 Port Patch Panel With Preminated Amphenol)	\$ 150.00	\$ -																																
0	SHO-10533	810261	Wall Mounting Plate For IP400 Series Phones	\$ 35.00	\$ -																																
0	SHO-10428	0	Wall Mounting Kit For Shoretel IP655	\$ 35.00	\$ -																																
0	SHO-60165	810195	Paging Adapter PA-1	\$ 45.00	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
0	-	-	-	\$ -	\$ -																																
<div>YES</div> California Installation site? Yes or No				ShoreTel Equipment Subtotal \$ -																																	
				Installation / Training \$ 937.50																																	
				1 Year Premium Partner Support - No Advanced Replacement of Phones \$ -																																	
				Sub-Total \$ 937.50																																	
				Shoretel Equipment / PFI Discount \$ -																																	
				TOTAL INVESTMENT (Tax & S&H NOT Included) \$ 937.50																																	
<p>* Price does not include installation of remote phone. This is billed on a Time and Materials basis.</p> <p>* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment</p> <p>* The above quote does not include taxes and shipping charges.</p> <p>* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (its, 14) or VMware. Unless included above.</p> <p>* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.</p>																																					
				CA Tax Est. \$ -																																	
				S&H Estimate \$ -																																	

Project Information				Quote Exp Date: 7/25/2018																
Quote Date & No.:	5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver:	PFI_2017-v.08.03															
Project:	ShoreTel/Mitel Connect Install																			
Customer Name/Contact:	City of Cupertino / Bill Mitchell																			
Location/Address:	CONFERENCE BRIDGE																			
CONFERENCE BRIDGE																				
<p>When employees can communicate and collaborate easily across an organization —whether sharing information in a presentation, working on a document together or instant messaging (IM) each other—productivity and business performance improve. By combining voice and data over the enterprise phone system, ShoreTel Conferencing provides rich conferencing and collaboration features, cost-effectively. Conferencing and instant messaging services are fully managed through ShoreTel Director. Conferences are managed through an intuitive Microsoft Outlook add-on and via a conferencing Web portal.</p> <p>The SA-100 / SA-400 is a sealed appliance, optimized for resiliency and security, designed to run ShoreTel services such as integrated Audio Conferencing, Web Conferencing, and Instant Messaging.</p> <p>The SA-100 / SA-400 can be deployed anywhere, including into a corporate DMZ. The appliance has been tested with well-known security tools for potential application and network vulnerabilities.</p> <p>The SA 100 can scale to 50 simultaneous audio conferences, 30 simultaneous web conferences and 500 Simultaneous IM users. Upto (5) SA 100 or SA400 may be combined in a single stack to offer a single management view. No single audio conference can exceed 50 simultaneous audio or 30 simultaneous web conferences or 500 simultaneous IM Sessions.</p> <p>The SA 400 can scale to 200 simultaneous audio conferences, 100 simultaneous web conferences and 2,000 Simultaneous IM users. Upto (5) SA 100 or SA400 may be combined in a single stack to offer a single management view. No single audio conference can exceed 200 simultaneous audio or 100 simultaneous web conferences or 2,000 simultaneous IM sessions.</p> <p>VIRTUAL</p> <p>The Virtual Appliance can scale to 200 simultaneous audio sessions, 200 simultaneous web sessions and 2,000 simultaneous IM sessions.</p> <p>FEATURES</p> <table border="0"> <tr> <td>-Instant Messaging (XMPP)*</td> <td>-Audio Conferencing (HD audio)</td> <td>-Managed by ShoreWare Director</td> </tr> <tr> <td>-Web Conferencing</td> <td>-Telephone Interface</td> <td>-Application Sharing</td> </tr> <tr> <td>-Document Sharing</td> <td>-Multiple Language Support</td> <td>-Secure</td> </tr> <tr> <td>-Built in Reporting</td> <td></td> <td></td> </tr> </table> <p>*IM is included no charge with the base Communicator client in release 13.1 or greater . **SA100 requires 12.1 or higher. SA 400 requires 12.3 or higher. ***The Virtual Appliance requires 14.2 or greater.</p>						-Instant Messaging (XMPP)*	-Audio Conferencing (HD audio)	-Managed by ShoreWare Director	-Web Conferencing	-Telephone Interface	-Application Sharing	-Document Sharing	-Multiple Language Support	-Secure	-Built in Reporting					
-Instant Messaging (XMPP)*	-Audio Conferencing (HD audio)	-Managed by ShoreWare Director																		
-Web Conferencing	-Telephone Interface	-Application Sharing																		
-Document Sharing	-Multiple Language Support	-Secure																		
-Built in Reporting																				
<table border="1"> <thead> <tr> <th>Audio / web / IM</th> <th>50 / 50 / 500</th> <th>200 / 200 / 2,000</th> </tr> </thead> <tbody> <tr> <td>CPU * Cores</td> <td>2.4GHz * 4</td> <td>2.4GHz * 16</td> </tr> <tr> <td>Memory</td> <td>2GB</td> <td>6GB</td> </tr> <tr> <td>Hard Disk (includes data storage)</td> <td>100GB</td> <td>500GB</td> </tr> <tr> <td>Hypervisor</td> <td colspan="2">Vmware vSphere ESX/ESXi 5.0 or 5.1</td> </tr> </tbody> </table>						Audio / web / IM	50 / 50 / 500	200 / 200 / 2,000	CPU * Cores	2.4GHz * 4	2.4GHz * 16	Memory	2GB	6GB	Hard Disk (includes data storage)	100GB	500GB	Hypervisor	Vmware vSphere ESX/ESXi 5.0 or 5.1	
Audio / web / IM	50 / 50 / 500	200 / 200 / 2,000																		
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QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED															
CONFERENCE BRIDGE																				
1	VIRT-SA AP	-	Virtual SA Appliance. 50/200 Audio. 50/200 Web. 2,000 Simultaneous IM	\$ -	\$ -															
CONFERENCE BRIDGE LICENSES																				
0	SHO-30091	300034	License, Audio Conferencing, 10 Ports	\$ 1,750.00	\$ -															
0	SHO-30093	300052	License, Web Conferencing, 10 Ports	\$ 1,750.00	\$ -															
CONFERENCE PHONES & LICENSES																				
SERVER & EQUIPMENT																				
ADDITIONAL ITEMS & COMPONENTS																				
<div> <div>YES</div> <div>California Installation site? Yes or No</div> </div>				ShoreTel Equipment Subtotal \$ - Installation / Training \$ 625.00 1 Year Premium Partner Support - No Advanced Replacement of Phones \$ - Sub-Total \$ 625.00 Shoretel Equipment / PFI Discount \$ - TOTAL INVESTMENT (Tax & S&H NOT Included) \$ 625.00																
<p>* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment</p> <p>* The above quote does not include taxes and shipping charges.</p> <p>* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (fs. 14) or VMWare. Unless included above.</p> <p>* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.</p>																				
				CA Tax Est.	\$ -															
				S&H Estimate	\$ -															

Project Information				Quote Exp Date 7/25/2018	
Quote Date & No.:		5/26/2018	KD-2018-0427-CCUP		Config. Tool Ver: PFI_2017-v.08.03
Project:		ShoreTel/Mitel Connect Install			
Customer Name/Contact:		City of Cupertino / Bill Mitchell			
Location/Address:		OPTIONAL - SIPARATOR (SESSION BOARDER CONTROLLER - SBC)			
OPTIONAL - SIPARATOR (SESSION BOARDER CONTROLLER - SBC)					
<p>Ingate SIParator 21</p> <p>The smallest of the Ingate SIParators, the Ingate SIParator® 21 is designed for local and small offices. The Ingate SIParator® 21 is an add-on to existing firewalls that seamlessly enables the transmission of realtime communications without affecting firewall security. The SIParator® 21 handles the SIP signaling and media streams, routing them to and from the private IP addresses of authorized users on the LAN. As needs increase, the SIParator® is easily scalable for additional users; with the purchase of software license upgrades, the Ingate SIParator® 21 can support up to 400 (rls. 5.06+) simultaneous sessions in a VoIP application. As with all Ingate SIParators and Firewalls, the SIParator® 21 has everything necessary for SIP traversal, including a SIP registrar and a SIP proxy, support for NAT and PAT and support for TLS and SRTP for encrypted signaling and media.</p> <p>Ingate SIParator 52</p> <p>Designed for small to midsize offices, The Ingate SIParator® 52 is an add-on to existing firewalls that seamlessly enables the transmission of realtime communications without affecting firewall security. The SIParator® handles the SIP signaling and media streams, routing them to and from the private IP addresses of authorized users on the LAN. The SIParator 52 can handle up to 2,000 concurrent RTP sessions. The SIParator® 52, has everything necessary for SIP traversal, including a SIP registrar and a SIP proxy, support for NAT and PAT and support for TLS and SRTP for encrypted signaling and media.</p> <p>*To get free licenses on the redundant / fail over unit, it must be ordered within 3 months of base unit purchase.</p>					
 					
QTY	MFG #	PFI #	DESCRIPTION	PRICE	XTENDED
INGATE SIPARATOR GATEWAY - PHYSICAL					
INGATE 20 (400 MAX SESSIONS)					
INGATE 52 (2,000 MAX SESSIONS)					
SIPARATOR GATEWAY - VIRTUAL					
1	IGV-00SW-00	200063	Ingate Software SIParator/ Firewall	\$ 1,100.00	\$ 1,100.00
1	IGV-00SW-00-FO	200063	Ingate Software SIParator/ Firewall	\$ 1,100.00	\$ 1,100.00
INGATE SIPARATOR LICENSES					
SIPERATOR 20 / 52					
75	IGSN-CCS-MEAN	300012	CCS, Concurrent Calls SIP Trunk Session Licenses (Per Trunk Group) (5 Incl In Base Sys For SIP 21 & 50 Incl In Base Sys For SIP 52).Order Id Groups of 5. Individual Lic's N/A	\$ 46.00	\$ 3,450.00
75	IGSN-CCS-FO	300013	CCS, Concurrent Calls SIP Trunk Session Licenses Failover	\$ -	\$ -
SHORETEL EQUIPMENT AND LICENSES (TO SUPPORT SIP TRUNKS)					
SHORETEL LICENSES					
3	SHO-30139	300038	Virtual SIP Trunk License. Enables 50 SIP Trunks On A Shoretel Virtual SIP Trunk Switch.	\$ 3,750.00	\$ 11,250.00
SHORETEL SWITCHES					
ADDITIONAL ITEMS & COMPONENTS					
<div>YES</div> California Installation site? Yes or No				Equipment Subtotal	\$ 16,900.00
				Installation / Training	\$ 2,906.25
				24 / 7 / 365 - Support w/SW Subscription	\$ 847.50
				1 Year Premium Partner Support - No Advanced Replacement of Phones	\$ 1,153.13
				Sub-Total	\$ 21,806.88
				PFI / ShoreTel / Ingate - Discount	\$ (5,515.00)
				TOTAL INVESTMENT (Tax & S&H NOT Included)	\$ 16,291.88
<p>* All Job Change Order's (JCO's) are billed in full (100%) upon delivery of equipment</p> <p>* The above quote does not include taxes and shipping charges.</p> <p>* Customer to supply servers for Shoreware Director and Distributed VM: Windows 2008, Windows 2012 (rls. 14) or VMWare. Unless included above.</p> <p>* Customer to supply data network (LAN / WAN) that supports QOS and Power over Ethernet. Unless included elsewhere in this proposal.</p>					
				CA Tax Est.	\$ -
				S&H Estimate	\$ 217.00
				TOTAL INVESTMENT (With Est. Tax + S&H Included)	\$16,508.88

Quote Number: KD-2018-0427-CCUP Quote Date: 5/26/2018 Project: Maintenance / Support Customer Name: City of Cupertino Customer Contact: Bill Mitchell Location: All	Packet Fusion Team John Ghyselink, Pre-Sales Engineer jghyselink@packetfusion.com Kevin Doohan, Senior Account Executive kdoohan@packetfusion.com Matthew Pingatore, CEO knelson@packetfusion.com Daniel Bustamante, Order Processing dbustamante@packetfusion.com
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MAINTENANCE / SUPPORT / SUBSCRIPTION SERVICES

PAID UPFRONT OPTION:

Year 1:	Included
Year 2:	\$ 10,177.08
Years 2 and 3 (3 years total)	\$ 17,555.29
Years 2, 3, 4 and 5 (5 years total)	\$ 33,711.14

If included in agreement and paid upfront with original purchase. **10% Discount**
If included in agreement and paid upfront with original purchase. **15% Discount**

Maintenance costs quoted above represent 4 hour response time, and full coverage for all equipment; our "Premium" best package available.

Description

Premium Maintenance Agreement additionally includes:

- * PPM - Primary Period of Maintenance: 24 x 7 x 365
- * Response Time for Minor Malfunction: 2 hours by Telephone and 24 hours on site for California locations.
- * Response Time for Major Malfunction: 1 hour by Telephone and 4 hours on-site for California locations.
- * Next Business Day Parts replacements for sites outside California but within US.
- * This SLA does not cover international locations.
- * Full Advanced Replacement Warranty on all equipment - phones not covered.
- * Packet Fusion Personalized Web Portal for on-line account control, tracking and equipment inventory info.
- * All ShoreTel Software updates are included: Patches / Fixes / Updates / New Releases - (hardware and OS labor not included).
- * Proactive Remote System Monitoring with Maintenance and Diagnostics
- * Access to ShoreTel.com website for Knowledge Base / Whitepaper / FAQ's / Downloads
- * Non ShoreTel Products may require costs for upgrades.

In addition to these services, the purchase of these contracts will entitle you to preferred rates on labor outside the scope of the contract including:

Traffic Studies, Scheduled Customer Care, Software Upgrades, System Audits (power & grounding), After-hour services, & MAC (Moves, Adds, & Changes)

Normal Business Hour Labor Rates

T & M: \$175.00 per hour

Support Customers: \$125.00 per hour for on site California Customer and all remote work worldwide.
\$175.00 per hour for all on site work for customers outside of California.

**Requirements for all Services:

- Minimum billed labor hours of 0.5 for remote service & 1 hour for on-site services plus 1 hour of travel
- After hour service rates will be based on 1.5x normal labor rates
- Travel Charges may be applied to locations 25 miles outside of PFI office areas
- All Materials will be charged separately
- VPN access is required for remote support

PACKET FUSION/SHORETEL PRICING & ACCEPTANCE

Sub-Total Investment:	\$	152,369.23	<i>(excluding optional items)</i>
Support Years 2 - 5	\$	33,711.14	
Estimated Sales Tax:	\$	6,122.32	
Estimated S&H:	\$	2,090.75	
Total Investment:	\$	194,293.44	

Notes:

- The information contained in this quotation is proprietary to Packet Fusion, Inc. and customer named above.

- Quote Expires 7/25/2018

Payment Terms:

☒ **Cash:** Initial invoice is 30% of equipment plus applicable taxes to be invoiced with payment due upon contract execution, 2nd invoice for the balance of the equipment, first year of support, applicable taxes and shipping to be delivered and paid upon delivery of all equipment, 3rd and final invoice for support years 2-5 and installation and training to be delivered and paid upon project completion.

☐ **Lease:** 50% payment due upon contract signing. This payment will be refunded in full to the customer upon complete funding from the customer's chosen leasing company. This down payment is waived if the customer leases the equipment through Great Americal Financial Services and chooses the pre-funding option. Invoicing terms will be the same as Cash Option.

The stated specifications, pricing and conditions are satisfactory and are hereby accepted as stated. Packet Fusion, Inc. is authorized to perform the work as specified.

City of Cupertino

Signature: _____

Printed Name: _____

Title: _____

Purchase Order #: _____

(Hard copy required)

Date: _____

Project Name: ShoreTel/Mitel Connect Install

Packet Fusion, Inc.

Signature:  _____

Printed Name: W. Todd Peterson

Title: President

Date: 06/11/2018

REMIT PAYMENTS TO:

Packet Fusion, Inc.
PO Box 398055
San Francisco, CA 94139-8055

*All Job Changer Orders Are Billed in full,
(@ 100%), Upon Delivery of Equipment

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 01 (04/13).
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
☐ *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or **\$2,000,000** aggregate. If written on a claims made form:
 - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
 - b. Insurance must be maintained for at least five (5) years after completion of the Services.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL policy. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center License No. 0B29370 P.O. Box 13847 Sacramento CA 95853	CONTACT NAME: Monina Lucas PHONE (A/C, No, Ext): 916-576-1512 E-MAIL ADDRESS: monina.lucas@epicbrokers.com FAX (A/C, No): 916-583-7613
INSURED Packet Fusion Inc 4637 Chabot Dr. Ste 350 Pleasanton CA 94588	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Casualty Co of America INSURER B: Travelers Property Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
PACKFUSI	NAIC # 25674 36161

COVERAGES

CERTIFICATE NUMBER: 509144394

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP71M52139	3/7/2018	3/7/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7G698080	3/7/2018	3/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP71M52152	3/7/2018	3/7/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB9K623585	3/7/2018	3/7/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Errors & Omissions Claims-Made Retro Date: 2/7/07			ZPL91M53691	3/7/2018	3/7/2019	Each Wrongful Act \$2,000,000 Aggregate Limit \$2,000,000 Deductible \$5,000

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

Re: All Contracts/Written Agreements between the Certificate Holder and the Insured.

Additional Insured: The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached Specific endorsements.

CERTIFICATE HOLDER**CANCELLATION**

The City of Cupertino
10300 Torre Ave.
Cupertino, CA 95014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V.
– DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured – Employees And Volunteer Workers – First Aid</p> <p>G. Who Is An Insured – Employees – Supervisory Positions</p> <p>H. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>J. Blanket Additional Insured – Lessors Of Leased Equipment</p> | <p>K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured – Broad Form Vendors</p> <p>M. Who Is An Insured – Unnamed Subsidiaries</p> <p>N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments – Increased Limits</p> <p>P. Contractual Liability – Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

- (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**TOTAL GENERAL AGGREGATE LIMIT
DESIGNATED PROJECT(S) – GENERAL
AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: \$4,000,000

Designated Project(s):

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);
2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
3. Damages under COVERAGE B (SECTION I)

regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suits"; or
- d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single

designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall

reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.
- C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.

As respects this Provision C., the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

D. Part 2. of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.
- F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- G. The provisions of **LIMITS OF INSURANCE** (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: UB-9K623585

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **3/7/18**
Insured **Packet Fusion, Inc.**

Policy No. **UB-9K623585**

Endorsement No.
Premium

Insurance Company **Travelers Property Casualty Company** Countersigned by _____
of America

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Cupertino, Its City Council, Boards and Commissions, Officers, Officials, Employees, Agents, Servants, Volunteers and Consultants

PROJECT/LOCATION OF COVERED OPERATIONS:

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

POLICY NUMBER: ZLP71M52139

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 6 - 7 - 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Cupertino, Its City Council, Boards and Commissions, Officers, Officials, Employees, Agents, Servants,
Volunteers and Consultants

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

City of Cupertino, Its City Council, Boards and Commissions, Officers, Officials, Employees, Agents,
Servants, Volunteers and Consultants

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Cupertino, Its City Council, Boards and Commissions, Officers, Officials, Employees, Agents, Servants, Volunteers and Consultants

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

City of Cupertino, Its City Council, Boards and
Commissions, Officers, Officials, Employees, Agents,
Servants, Volunteers and Consultants
10300 Torre Ave.
Cupertino, CA 95014

Job Description

All Contracts/Written Agreements

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____