



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

September 19, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Oath of Office for Police Officer Danielle Trevino
 - b. Public Safety Committee
 - c. Finance Committee
 - d. Parks & Recreation Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of September 12, 2016
 - b. Approval of Claims in the amount of: \$700,311.82
 - c. Contract Award: Install/Implement Voice-Over-Internet Protocol (VOIP) Communications System
6. **Public Hearings**
7. **Unfinished Business**
 - a. * Contract for South Commercial Murals, South Commercial Improvements
(Discussion/Possible Action)
 - b. * Interlocal Agreement: NoaNet (Discussion/Possible Action)
8. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 26, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 26, 2016

- Contract Award: Integrated Library System
- Ordinance 2988: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement (Discussion/Possible Action)

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget
- Scope of Work for Zoning & Development Regulations Updates (Discussion)

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

October 24, 2016

- Public Hearing: Ordinance ____: 2017/2018 Budget

November 7, 2016

- Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Ordinance ____: Adopting the 2017/2018 Budget (Discussion/Possible Action)

November 14, 2016

Plan by UW Graduate Students

November 21, 2016

Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way. Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003)

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 19, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office
- Housing Affordability & Community Services, Thursday, Oct 6, 2016, 1:30 PM, City Hall
- Planning, Monday, Oct 10, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Oct 12, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

City Council Minutes – September 12, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of September 12, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program: Nancy Tiffany, Associate Director of Skagit Domestic Violence and Sexual Assault Services, briefly summarized the range of services offered by SDVSAS in Skagit County and the number of clients served. She thanked Anacortes for its ongoing support of the organization. Ms. Tiffany then described the Lethality Assessment Program designed to provide law enforcement with tools to assess risk of homicide and near fatal injuries in cases of domestic violence. Ms. Tiffany said this evidence-based best practice has been in use since 2005, is now used in 34 states, and has proven to have a dramatic impact in reducing severe injury, homicide and re-assault rates. She listed reduction in follow on law enforcement call outs and greater victim satisfaction with law enforcement as additional benefits. Ms. Tiffany announced that Skagit County law enforcement officers from all five jurisdictions including Anacortes would be trained the following day by trainers from Maryland.

Mr. Johnson reported that the Community Services panel of the Housing Affordability and Community Services Committee met the prior Thursday. He said the group was continuing its site search for a community services center in Anacortes and planned to visit the Concrete facility in October. He also reported that Simple Gesture had asked to open a food pantry in City Hall. Mayor Gere indicated that staff was identifying a suitable location.

Mr. Miller reported from the Personnel Committee meeting earlier in the evening. He said staff provided an update on Teamster negotiations, new positions under consideration for the 2017/2018 budget, and staffing issues at the Senior Center.

Mr. Walters reported from the Planning Committee meeting earlier in the evening. He said the committee reviewed the scope of work for Makers to update the zoning code consistent with the 2016 Comprehensive Plan. The group also discussed a draft of new AMC Title 20 for civil code enforcement which would be presented to Council for consideration and public hearing at its September 26, 2016 regular meeting.

Public Comment

No one present wished to address Council on any topic not already on the agenda.

Consent Agenda

Ms. Pickett removed Item 5c, Grant Agreement: EMW-2016-PU-00234, Port Security Grant Program, from the Consent Agenda.

Ms. Lovelett moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of August 22, 2016, August 29, 2016 and September 6, 2016
- b. Approval of Claims in the amount of: \$323,337.31

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 81916 through 82006, total \$316,228.72
EFT numbers: 207460 through 207913, total \$10,111.36

- c. Grant Agreement: EMW-2016-PU-00234, Port Security Grant Program

Police Chief Bonnie Bowers explained the Federal Emergency Management Agency grant that the department had applied for several months prior after discussions with the Public Works Committee. She advised that the grant would fund updating 1980's era analog communications equipment to P25 compliant digital equipment. Chief Bowers said that pending acceptance of the grant, equipment would be acquired in 2016 and installed in January with follow on joint training exercises in the spring. Ms. Pickett moved, seconded by Mr. Adams, to accept the grant agreement. The motion passed unanimously by voice vote.

UNFINISHED BUSINESS

Findings of Fact, Conclusions of Law and Decision on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001

Mr. Miller recused himself from the discussion and vote on this item. He left the Council chambers.

Planning Director Don Measamer presented the draft Findings of Fact, Conclusions of Law and Decision on appeals and Planning Commission's recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001. He explained that the document had been drafted by staff based on Council direction at the August 29, 2016 regular meeting. Mr. Measamer responded to councilmember questions clarifying Conditions 26, 22F and 23F. Mr. Johnson moved, seconded by Ms. Pickett, to approve the Findings of Fact, Conclusions of Law and Decision as drafted. Vote: Ayes – Walters, Pickett, Adams, Archibald and Johnson. Nays – Lovelett. Motion carried.

Mr. Miller returned to the Council chambers.

PUBLIC HEARINGS

Public Hearing: Moratorium on the Receipt and Processing of Planned Unit Development Applications Pursuant to Chapter 16.40 of the Anacortes Municipal Code

City Attorney Darcy Swetnam introduced the public hearing established by Ordinance 2986 adopted on August 15, 2016. She said the purpose of the meeting was to adopt a work plan as required by RCW 36.70A.390 and advised that the moratorium could be extended up to one year if the work plan was adopted. Her slide presentation was added to the Council packet materials for the meeting. Ms. Swetnam summarized the reasons for invoking the moratorium and rewriting the relevant code, among other AMC titles currently under revision subsequent to adoption of the 2016 Comprehensive Plan. She explained the six packages of code revisions envisioned by staff over the following two years and noted that the PUD code would be included in the zoning and development regulations package which staff intended to engage Makers to assist with. Ms. Swetnam then reviewed the ten-step proposed work plan, beginning in September 2016 and continuing through October 2017, including an extension of the moratorium in August 2017 if necessary.

At approximately 6:37 p.m. Mayor Gere opened the public hearing. No one present wishing to speak, the mayor closed the public hearing.

OTHER BUSINESS

Resolution 1970 Reaffirming Ordinance 2986 Relating to a Moratorium on Planned Unit Developments and Adopting a Work Plan

Mr. Walters moved, seconded by Mr. Archibald, to approve **Resolution 1970** reaffirming Ordinance 2986 and confirming the 12 month duration of the moratorium contained therein concerning Planned Unit Development applications and adopting a work plan.

Mayor Gere invited members of the audience to comment on this agenda item.

Sara Holahan, 1511 38th Street, thanked Council for the moratorium and the well thought out one year work plan just presented by Ms. Swetnam. Ms. Holahan reported on her research of PUDs in other cities. She cited PUD goals identified by other cities including "Encouraging creation of useful open spaces, particularly suited to the needs of a specific parcel" and "Provision of more adequate, usable and suitably located open space, recreational amenities and other public facilities than would otherwise be provided under conventional land development." She also quoted, "Planned development shall not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved." She encouraged staff and councilmembers to refer to the resources available at MRSC.

No one else present wished to address Council on this topic.

Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

Contract for South Commercial Murals, South Commercial Improvements

Mr. Measamer presented a proposed contract with the Anacortes Arts Festival to purchase, install and maintain twelve pieces of public art along Commercial Avenue between 12th and 32nd Streets. He reported that his department had recently purchased and installed ten planters along South Commercial Avenue as part of the \$75,000 South Commercial Beautification project budgeted for 2016 and that the proposed art contract would come from the same funding source, leaving approximately \$34,000 for other projects. Mr. Measamer acknowledged that while staff and Ms. Lovelett had been working for several months to identify components of the beautification project, the project had not been discussed at the Council committee level. He offered to refer the matter to either the Planning or Parks and Recreation committee. Mr. Adams urged referring the matter to committee and suggested that the Arts Commission should also be involved. Ms. Lovelett spoke in favor of acting on the contract as presented. Councilmembers discussed how the proposed contract would relate to other murals in town, the proposed pocket park near 22nd Street, the South Commercial corridor plan presented by WSDOT several months prior, the selection of art pieces under the proposed contract, whether Lodging Tax could be applied to any of the beautification projects, and potential funding from the Anacortes Parks Foundation. Mr. Adams observed the range of councilmember opinions on the best means of achieving the shared goal of beautifying the southern entrance to Anacortes and again urged more consideration at the committee level before acting on the proposed contract. Some councilmembers urged a more coordinated, less piecemeal approach and others urged taking concrete steps sooner rather than later.

Mayor Gere invited members of the audience to comment on this agenda item.

Meredith McIlmoyle, Director of the Anacortes Arts Festival, 3905 I Avenue, said she respected the committee process but did support the concept of offering a vision of what Anacortes is about at the entrance to town. She noted that Anacortes is known for embracing and supporting artists. She described the proposal to install six identical six-foot whale tail sculptures on the existing sculpture pads, each tail to be decorated by a different local artist. In addition, six murals would be installed on the sides of larger buildings, with the art to be chosen by the Mayor's office from work submitted by local artists. Ms. McIlmoyle reported that businesses in the south Commercial Avenue area were very supportive. She called the proposed contract a very cost effective way to install a lot of public art for a small investment. She said the Arts Festival was in full support of the project and was ready and waiting to implement.

After continued discussion, Mr. Archibald moved, seconded by Ms. Lovelett, to approve the contract with the Anacortes Arts Festival in the amount of \$30,000. Mr. Adams reiterated his position that the topic should be referred to committee before action by Council. Ms. Pickett moved, seconded by Mr. Miller, to table the motion until the next regular City Council meeting on September 19, 2016. Vote: Ayes – Adams, Lovelett, Miller, Johnson and Pickett. Nays – Archibald and Walters. Motion carried.

Interlocal Agreement: NoaNet

Public Works Director Fred Buckenmeyer updated Council on the fiber optic network project and presented an interlocal agreement for consideration and approval, noting that the project was now at a critical decision point. His slide presentation was added to the Council packet materials for the evening.

Mr. Buckenmeyer summarized the two phases of the project, first building a dark fiber telemetry network centered at the Anacortes Public Library that would connect all city facilities including the water treatment plant, water reservoirs, and water and sewer pump stations, then eventually connecting that network to the internet to form the basis for a municipal broadband network. He described the significant performance and security enhancements available with a fiber based telemetry system. Mr. Buckenmeyer then outlined the central, western and eastern portions of the network, which would be constructed in that order. He noted that the eastern portion would provide a redundant loop opportunity for the existing Mount Vernon, Port of Skagit and Burlington fiber networks as well as for existing private and public carriers in western Skagit County. Ms. Pickett asked if those other networks would pay for that service and Mr. Buckenmeyer said he anticipated that they would.

Mr. Buckenmeyer then summarized the projected costs and funding for the three portions of the telemetry network. He said that the first expenditure was the proposed interlocal agreement with NoaNet for the design and construction administration of the central portion. In response to a question from Ms. Lovelett, Mr. Buckenmeyer confirmed that the figures presented would be included in the proposed 2017/2018 biennial budget. He responded to additional questions from Mr. Miller and Ms. Pickett about firming up the construction cost estimates and whether utility funds could contribute their anticipated share of the cost without raising rates. In response to a question from Mr. Johnson, Mr. Buckenmeyer said that the pump station telemetry would be backed up by cell phone technology in the event that the fiber telemetry system was temporarily out of service.

Mr. Buckenmeyer then described Northwest Open Access Network (NoaNet), a wholesale only telecommunications provider and non-profit municipal corporation with whom Anacortes could contract using interlocal agreements rather than competitive bidding. He shared a long list of services offered by NoaNet and a map of NoaNet's current presence on Fidalgo Island, using shared fiber cable leased from another provider. Mr. Buckenmeyer then reviewed the proposed scope of services and interlocal agreement which were included in the packet materials for the meeting. Ms. Pickett and Mr. Walters both asked that the agreement be modified to specify a not to exceed amount. He said the proposed \$174K scope of services was for the central portion only and that subsequent agreements would address the western and eastern portions. In response to a question from Ms. Pickett, Mr. Buckenmeyer explained why wireless technology was not a viable alternative for the telemetry network. Mr. Adams asked about the revenue projections that had been included in previous presentations about the fiber network. Mr. Buckenmeyer said that would come into play after the telemetry network was lit and a municipal broadband network was pursued. Councilmembers expressed some concern about cost control. Mr. Miller said he would like another week to review the material. Mayor Gere suggested that the discussion continue at the next regular meeting. Councilmembers requested additional information on funding sources, including justification for the utility portion of the funding, as well as the potential impact on utility rates and cash flow. Mr. Adams again requested information on eventual revenue streams.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council on this topic.

There being no further business, at approximately 7:51 p.m. the Anacortes City Council meeting of September 12, 2016 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 19, 2016 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
208118	9/13/2016	Pay Application 2	01530	LAKESIDE INDUSTRIES	2016 ASPHALT OVERLAY PROJECT	\$387,349.96
208086	9/1/2016	200012505505	02192	PUGET SOUND ENERGY	WTP ELECTRICITY	\$102,964.79
208082	9/1/2016	1387043-0043-8	02997	WASTE MANAGEMENT	MONTHLY RECYCLE & YARDWASTE CONTRACT BILLING	\$96,585.57
208034	8/28/2016	9771109064	07342	VERIZON BUSINESS	WIRELESS CHARGES 7/29-8/28	\$8,062.17
208024	8/25/2016	453	05350	SKAGIT COUNTY PUBLIC HEALTH	2ND QTR. SENIOR CTR. CONTRACT 2016	\$7,482.00
207971	8/9/2016	MV144024	01801	MOTOR TRUCKS INC	SCALE KIT FOR VEH #514	\$7,169.68
206441	7/26/2016	Quote 10289	06119	GRANITE PRECASTING & CONCRETE	2 MAN HOLES M AVE SS PROJECT	\$7,000.42
208097	8/31/2016	91905227	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$6,178.52
208046	9/12/2016	Sept	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SEPTEMBER 2016	\$6,000.00
207105	8/16/2016	26547	07996	REICHHARDT & EBE ENGINEERING	S MARCH PT SHOULDER WIDENING	\$5,761.81
208115	9/12/2016	300000005235	02192	PUGET SOUND ENERGY	RESERVOIR & PUMP STATION ELECTRICITY	\$4,564.14
208028	9/9/2016	160701	04831	T-SHIRTS BY DESIGN	SOCCER T SHIRTS - CITY DIVISION	\$4,150.13
208109	9/12/2016	300000000343	02192	PUGET SOUND ENERGY	ELECTRICITY-ALL PARKS	\$3,745.44
208002	8/31/2016	24281	01398	JET CITY EQUIPMENT RENTAL	RENTAL OF EXCAVATOR FOR OPERATIONS	\$3,187.10
208022	9/8/2016	COA0916	09183	SYSTEMS DESIGN	AMBULANCE SERVICE BILLING AUGUST	\$3,105.31
207881	7/19/2016	1140953	00999	FOSTER PEPPER PLLC	WTP - MATTER NO. 96	\$2,925.00
207979	8/30/2016	0522277	00932	FERGUSON ENTERPRISES, INC	LF 3 OMC2 M/C FOR THE HIGH SCHOOL,	\$2,100.02
207382	8/26/2016	618467067	04308	COSTCO	15 PK. 60" ROUND TABLES FOR DEPOT	\$2,061.49
208008	9/8/2016	cs-SBallLeagueUmpir	02527	SKAGIT VALLEY SOFTBALL	CO-ED SOFTBALL LEAGUE UMPIRE PAYMENT,	\$1,887.00
208026	9/15/2016	0632742-IN	07443	CHALLENGER TEAMWEAR	SOCCER JERSIES AND GEAR	\$1,755.26
207957	8/30/2016	0102813	06543	PACIFIC TIRE	TIRES FOR SHOP STOCK	\$1,679.66
208124	9/13/2016	17407385	10300	BLR	PERSONNEL POLICIES ANNUAL SUBSCRIPTION	\$1,405.08
207995	8/4/2016	49843	01564	LEFEBER TURF FARM	PREMIUM TURF - STORVIK	\$1,384.08
208064	9/12/2016	LTAC	10298	RHOADES, LISA	LTAC ARTIST'S STUDIO TOUR	\$1,350.00
208005	9/7/2016	200015995380	02192	PUGET SOUND ENERGY	ELECTRICITY	\$1,303.54
207983	8/29/2016	2017-DSSK030282	00780	DEPARTMENT OF ECOLOGY	CRANBERRY LAKE DAM ANNUAL SAFETY FEE	\$1,208.00
208152	9/13/2016	620283528	04308	COSTCO	2 - 4 PACKS OF 6 FT. TABLES FOR DEPOT	\$1,084.98
208122	9/13/2016	727	02470	SKAGIT CONSERVATION DISTRICT	NPDES OUTREACH & EDUCATION	\$1,006.39

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
208114	8/17/2016	16-18870	00850	EDGE ANALYTICAL INC	DISTRIBUTION THM & HAA5 SAMPLES	\$962.00
207882	8/31/2016	1144573	00999	FOSTER PEPPER PLLC	WHOLESALE WATER CONTRACT MATTER NO. 84	\$920.00
208098	8/29/2016	160689-3002	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$900.00
208138	9/7/2016	Gw2905113	06966	COASTWIDE LABORATORIES	REPLACEMENT VACUUMS	\$870.75
206925	8/2/2016	2296	08674	RAINIER ENVIRONMENTAL LAB	ACUTE TOXICITY 96 HOUR STATIC TESTING	\$750.00
207974	8/30/2016	5104185MB	01530	LAKESIDE INDUSTRIES	HMA 1/2"	\$653.04
208130	8/26/2016	4554228	00932	FERGUSON ENTERPRISES, INC	TOILET UPGRADES CITY HALL	\$626.27
208023	9/1/2016	808890	08818	REECE, STORMIE	CLEANING OF THE DEPOT - AUGUST 2016	\$616.00
208031	9/9/2016	0680939-001, 002	00306	BAYSHORE OFFICE PRODUCTS	BOOKCASE AND HUTCH FOR CITY ATTORNEY'S OFFICE	\$542.50
208096	8/22/2016	10073959	01165	HACH COMPANY	LASER TURBIDIMETER REPAIR	\$529.75
208125	9/13/2016	1417-T087	00369	BLYTHE PLUMBING & HEATING INC	HVAC FIRE STATION I	\$507.78
208107	9/12/2016	300000008114	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS, VAULTS & STREET LIGHTS	\$477.63
208089	8/31/2016	1032245	09723	DISA GLOBAL SOLUTIONS INC	HAZWOPER & HEARING TESTING FOR WTP OPERATORS	\$455.00
208156	9/9/2016	419691	00742	DAY WIRELESS SYSTEMS INC	SERVICE TO VEH #207A	\$450.28
206370	7/18/2016	6276	06498	COASTAL WEAR PRODUCTS	PART FOR VEH #303	\$444.85
208091	9/6/2016	0034981-IN	02199	PUGET SAFETY EQUIPMENT	INSTRUMENT CALIBRATION/VERIFICATION GAS	\$431.83
208025	8/31/2016	5039606MB	01530	LAKESIDE INDUSTRIES	CONCRETE DUMP FROM STORVIK PARK	\$403.80
207775	8/23/2016	794662	07456	CABLEORGANIZER.COM, INC - USA	Media plugin for conference table	\$401.10
208080	9/9/2016	00028595	08635	APCO INTERNATIONAL INC	APCO ENGINEERING FEES FOR FREQUENCY PAIR	\$400.00
208117	9/12/2016	97518711	01351	RICOH USA, INC	COPIER RENTAL CITY WIDE 9/1-9/30/16	\$388.59
208044	9/12/2016	September	01511	KORTERUD, WAYNE D	INDIGENT SERVICES CONTRACT SEPT.	\$375.00
208087	9/1/2016	200024889996	02192	PUGET SOUND ENERGY	INTAKE ELECTRICITY	\$356.91
208103	9/1/2016	GB00100301	02776	TRANSAMERICA LIFE INS CO	SEPT. LEOFF LONG-TERM CARE INSURANCE	\$354.90
208099	8/30/2016	7091-9	02434	SHERWIN WILLIAMS	PAINT FOR STORAGE CONTAINERS	\$324.94
208041	9/6/2016	110598	10177	INFOSEND	PRGRAMMING FEE/UB STATEMENT UPDATE	\$320.00
208007	8/31/2016	5039613MB	01530	LAKESIDE INDUSTRIES	5/8 & 3/4 ROCK	\$317.84
207487	8/23/2016	19954465	02896	VISA	STOOLS FOR PARKLETTE	\$310.02
208155	9/12/2016	001-347644	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #405	\$304.30
207981	8/31/2016	6080099	02855	UTILITIES UNDERGROUND LOCATION	AUGUST LOCATE TICKETS	\$295.68
208058	9/8/2016	300-10012940	05987	ALL BATTERY SALES & SERVICE	PARTS FOR SHOP STOCK	\$285.96
207980	9/6/2016	AR49956	09741	ELECTRONIC BUSINESS MACHINES	COPIES FOR WWTP	\$282.92
207997	9/7/2016	41600199805	02909	LES SCHWAB TIRE CENTERS	TIRE FOR VEH #706	\$248.85
208036	9/9/2016	Aug Visa Legal	02987	WSAMA	WSMA ANNUAL FALL CONFERENCE REGISTRATION	\$225.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207513	8/18/2016	518114	02896	VISA	FREIGHT FOR COUPLING SHIPMENT	\$212.98
208029	8/31/2016	114-4407843	04834	UNITED SITE SERVICES	2 UNITS AT DEPOT - AUGUST 2015	\$203.22
208077	9/7/2016	1513412	02519	SKAGIT PUBLISHING	AA1513412 INVITATION TO BID MARCH PT RD SHOULDING WIDENING	\$199.00
208137	9/12/2016	300000006290	02192	PUGET SOUND ENERGY	ELECTRICITY - CARNEGIE, MHC, WTP	\$192.85
208018	8/31/2016	114-4407040	04834	UNITED SITE SERVICES	2 REGULAR UNITS - STORVIK PARK	\$191.93
208123	9/13/2016	1418-T07	00369	BLYTHE PLUMBING & HEATING INC	HVAC FIRE STATION II	\$187.71
208111	9/10/2016	8493 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION	\$186.12
208113	9/10/2016	8498 30 030 0111230	04412	COMCAST	WTP - PHONE SERVICE9/19-10/15/16	\$185.35
208074	9/7/2016	1511097	02519	SKAGIT PUBLISHING	AA1511097 PUBLISH NOTICE OF APPLICATION SDP-2016-1003	\$179.10
208012	8/31/2016	114-4406945	04834	UNITED SITE SERVICES	ADA UNIT AT THOMPSON TRAIL	\$175.00
207998	9/8/2016	16-838	09370	GATEWAY INTERIORS	INSTALL TILES AT NORTH ENTRANCE CITY HALL	\$170.89
208066	9/2/2016	8498 30 017 0319913	04412	COMCAST	LIBRARY INTERNET ACCESS - 9/9-10/8	\$170.70
208017	8/31/2016	114-4407011	04834	UNITED SITE SERVICES	2 STANDARD UNITS-WA PARK	\$170.00
208045	8/26/2016	55561660	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$169.87
208158	9/1/2016	677248	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING: OPERATIONS/BUS GARAGE	\$165.00
208069	9/7/2016	09316	00180	ANACORTES TOWING LLC	TOWING; APD CASE 16-A06798	\$162.75
208093	8/30/2016	WAMO136325	00939	FASTENAL CO	SAFETY GLASSES	\$161.36
208140	8/31/2016	2016-31-8	00424	BUBBA SUDZ CAR WASH	AUGUST CAR WASHES - 20	\$160.00
208057	9/8/2016	102534	08654	FIDALGO AUTO PARTS - NAPA	CYCLE OIL FOR SHOP STOCK	\$156.11
208090	8/30/2016	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS USE 7/30/16-8/29/16	\$153.31
207368	8/9/2016	109-1891823- 7882615	08811	AMAZON.COM	AM SCOPE LED DUEL GOOSE NEXK LIGHT	\$149.98
207994	9/1/2016	101870	08325	VENTEK INTERNATIONAL	PAYSTATION SERVER HOSTIN AND CELLULAR	\$146.48
207893	9/6/2016	128729	02169	LITHTEX NW	ORDER ON INFRACTION COURT FORMS	\$141.54
208067	8/30/2016	ML-16083012115	08682	CASCADE ENGINEERING SVCS INC	RADAR REPAIR	\$140.10
208135	9/1/2016	5044254693	01351	RICOH USA, INC	COPIES - CARNEGIE	\$138.70
208101	9/1/2016	1426882-0043-2	02997	WASTE MANAGEMENT	WTP SOLID WASTE DISPOSAL - AUGUST 2016	\$135.12
208068	9/1/2016	117001487	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$132.75
208009	9/8/2016	244195	01023	FRONTIER BUILDING SUPPLY	CEMENT FOR GUEMES CHANNEL TRAIL	\$131.50
208076	9/7/2016	1511825	02519	SKAGIT PUBLISHING	AA1511825 REVISED NOTICE PUBLIC HEARING AMC TITLE 2, 19, 20	\$131.34
208071	9/3/2016	RI102957664	09303	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY	\$130.07

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
208126	8/30/2016	WA PK	01921	NORTHWEST PARKING EQUIPMENT	PRODUCT CODES ADDED TO BOAT LOT MACHINE	\$125.00
207847	9/2/2016	20025622	02081	WSU URBAN IPM & PEST SFTY ED	RECERTIFICATION CLASSES - MILL	\$120.00
208095	8/30/2016	047939	02839	USA BLUE BOOK	SUPPLIES FOR PH PROBES	\$116.47
208021	6/29/2016	5039154MB	01530	LAKESIDE INDUSTRIES	ROCK FOR GUEMES CHANNEL TRAIL	\$114.37
208027	9/7/2016	0639665-IN	07443	CHALLENGER TEAMWEAR	SOCCER JERSIES	\$113.06
207969	9/7/2016	001-347090	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #009A	\$108.78
208150	9/1/2016	5044255260	01351	RICOH USA, INC	COURT S/N C86111493 COPY MACHINE RENTAL	\$107.38
208120	9/9/2016	6462288	09526	MOTION & FLOW CONTROL	SILICONE HEATER HOSE FOR TRUCK #511	\$104.51
208157	9/13/2016	MV146560	01801	MOTOR TRUCKS INC	PART FOR VEH #203	\$102.36
208019	8/31/2016	114-4407044	04834	UNITED SITE SERVICES	REG. UNIT AT EDWARDS WAY - GCT	\$101.05
207999	9/7/2016	fall summit	02926	WASH RECREATION & PARK ASSN	PRUNING BASICS CLASS- STRICKLAND & RAINS	\$98.00
208015	8/31/2016	114-4406949	04834	UNITED SITE SERVICES	REG. UNIT AT COMMUNITY GARDEN	\$97.94
208013	8/31/2016	114-4406946	04834	UNITED SITE SERVICES	REGULAR UNIT AT GRAND VIEW CEMETERY	\$97.85
207359	8/18/2016	102-7128330-7381860	08811	AMAZON.COM	NITRIL GLOVES XXL	\$94.99
208020	8/31/2016	114-4407810	04834	UNITED SITE SERVICES	REG. UNIT AT TENNIS COURTS	\$94.84
208139	9/7/2016	Hw2905113	06966	COASTWIDE LABORATORIES	FLOOR MAINTENANCE SUPPLIES	\$89.19
208016	8/31/2016	114-4406950	04834	UNITED SITE SERVICES	REG. UNIT AT ACE OF HEARTS DOG PARK	\$87.55
207527	8/19/2016	00276176295749043	08811	AMAZON.COM	LAB JACK 8"	\$82.95
207352	8/18/2016	109-2409259-1285040	08811	AMAZON.COM	PAPER TOWELS (3 CASES)	\$82.32
208003	9/8/2016	B344261	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$80.81
207894	9/6/2016	128730	02169	LITHTEX NW	DEFERRED FINDINGS/TRAFFIC VIOLATION FORMS	\$76.45
207989	8/23/2016	897401/1	00021	ACE HARDWARE	PAINT - ACFL TOILETS	\$75.16
208000	9/1/2016	206701	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; AUGUST 2016	\$75.00
208038	9/1/2016	1988764886	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.41
208040	9/8/2016	1988775519	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.41
208083	9/12/2016	1988779830	06718	ARAMARK	LAUNDRY SERVICE FOR 9/12/16	\$73.05
207095	9/6/2016	0034980-IN	02199	PUGET SAFETY EQUIPMENT	BELT CLIP FOR CONFINED SPACE METER AND	\$72.54
208042	9/8/2016	220006944312	02192	PUGET SOUND ENERGY	CASINO DRIVE UNDER TWIN BRIDGES	\$71.66
208056	9/12/2016	A1151172	02405	SEBO'S DO-IT CENTER	BIT AND FASTENERS	\$68.74
207367	8/8/2016	105-8773365-6798614	08811	AMAZON.COM	MEMO PADS, SHARPIES, HIGHLIGHTERS, PENS,	\$66.47
208014	8/31/2016	114-4406948	04834	UNITED SITE SERVICES	REGULAR UNIT AT WASH. PARK - LOOP ROAD	\$65.66
207371	8/9/2016	109-39872887250666	08811	AMAZON.COM	HACH AMMONIA TEST STRIPS AND UNBLEACHED	\$65.44

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
208102	8/31/2016	LL.MEADD	01364	ISLAND HOSPITAL	AUGUST LIFELINE PYMT. DAVID MEAD. LEOFF1 RETIREE	\$64.95
207834	8/31/2016	85610000158139	02896	VISA	CITY HALL ITEMS	\$61.47
208072	9/12/2016	AUGUST 2016	10256	HUMANE SOCIET OF SKAGIT VALLEY	HUMANE SOCIETY; APD CASE #16-A05777; ONE CAT	\$60.00
207972	9/8/2016	0088918-IN	02574	SOLID WASTE SYSTEMS INC	PART FOR VEH #511	\$59.90
208079	9/1/2016	5044254396	01351	RICOH USA, INC	APD RECORDS COPIER USAGE	\$58.69
207996	9/7/2016	7051	02144	PORT SUPPLY	HEAD CHEM, ZIP TIES - ACFL	\$56.38
208055	9/9/2016	102647	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #605	\$50.78
207990	9/1/2016	898043/1	00021	ACE HARDWARE	TRASH CANS - ACFL	\$50.76
207603	8/30/2016	544881476	02896	VISA	PUB DEF CLE CRIM CONV AND CANADA	\$50.00
208063	9/9/2016	A1150200	02405	SEBO'S DO-IT CENTER	PARTS FOR #610	\$49.50
208116	9/1/2016	050210	02839	USA BLUE BOOK	HYDROCHLORIC ACID FOR PH METERS	\$49.16
208121	9/7/2016	1127585	02681	SURETY PEST CONTROL	PEST MAINTENANCE - RODENT CONTROL	\$48.83
208073	9/1/2016	87843	05523	PACIFIC POWER BATTERIES	9 VOLT BATTERIES	\$48.17
207968	9/6/2016	001-346976	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #410	\$47.08
208004	9/8/2016	5403640176	02807	UNITED STATES POSTMASTER	STAMPS FOR OPERATIONS DEPT	\$47.00
208062	9/1/2016	79867486	02798	ULINE	4 X 6 POLYBAGS FOR ACFL TRAIL MAPS -	\$46.91
208128	9/12/2016	244646	01023	FRONTIER BUILDING SUPPLY	BUILDING SUPPLIES - CARNEGIE	\$46.88
208134	9/12/2016	A1151364	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - CARNEGIE	\$46.39
208048	9/9/2016	WAANA85437	00939	FASTENAL CO	WASHERS AND HEX CAP SCREWS	\$45.21
208110	8/31/2016	2110	01986	ORCA INFORMATION INC	BACKGROUND CHECK, CATHERINE KOWALSKI	\$45.00
208006	8/31/2016	5039608MB	01530	LAKESIDE INDUSTRIES	DUMP CONCRETE	\$43.70
208100	9/6/2016	1988772082	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
207079	8/3/2016	319737	02896	VISA	BATTERY PACK FOR H2S METERS	\$40.00
208154	9/12/2016	001-347577	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #506	\$36.75
208039	9/8/2016	A1149801	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - CARNEGIE	\$35.60
208147	9/13/2016	refund anderson	10302	ANDERSON, MEGHAN	REFUND OF SOCCER REG./KEIRA ANDERSON	\$35.00
207528	8/19/2016	002-7333599-7085006	08811	AMAZON.COM	SEOH LAB JACK 4"	\$34.61
208094	9/2/2016	007H4983	01196	HARRINGTON INDUSTRIAL	PVC HOSE	\$32.31
207370	8/9/2016	109-7038338-6107437	08811	AMAZON.COM	MICRO ESSENTIAL LAB LO ION TEST KIT	\$31.98
207534	8/16/2016	105-5088884-4804259	08811	AMAZON.COM	LO ION PH TEST KIT	\$31.98
207976	8/30/2016	5039559MB	01530	LAKESIDE INDUSTRIES	DUMP FEES	\$31.85
208133	9/9/2016	A1150337	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - CARNEGIE	\$31.06
208112	8/31/2016	16-20875	00850	EDGE ANALYTICAL INC	CUSTOMER WATER SAMPLE - 1320 6TH ST	\$30.00
208132	9/7/2016	9/7/16 220009664396	02192	PUGET SOUND ENERGY	PSE UTILITY USE @ HEART OF ANACORTES	\$29.92

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
208010	9/7/2016	220006779395	02192	PUGET SOUND ENERGY	ELECTRICITY-WASHINGTON PARK	\$29.71
207364	8/1/2016	109-1906696-3909068	08811	AMAZON.COM	FLASH DRIVES 8GB 10 PACK	\$28.70
207532	8/17/2016	105-7186097-3649814	08811	AMAZON.COM	UNBLEACHED COTTON SQUARES	\$27.98
207530	8/13/2016	111-8060745-3678625	08811	AMAZON.COM	PAPER TOWELS	\$27.43
208047	9/8/2016	001-347316	02109	PISTON SERVICE OF ANACORTES	BELTS	\$27.43
207984	9/2/2016	A1147652	02405	SEBO'S DO-IT CENTER	VALVE - WEST END FIRE STATION	\$26.40
208054	9/8/2016	001-347233	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #050 & #051	\$26.03
208078	9/1/2016	5044254523	01351	RICOH USA, INC	APD HALLWAY COPIER USAGE FEES	\$25.97
207992	9/6/2016	243779	01023	FRONTIER BUILDING SUPPLY	LUMBER - BENCHES	\$25.15
207977	9/7/2016	A1149494	02405	SEBO'S DO-IT CENTER	CONNECTORS, OUTLET AND WALL PLATE	\$24.93
208035	9/3/2016	9012	02090	PETTY CASH FUND	CURATORIAL SUPPLIES	\$24.37
208129	9/13/2016	244803	01023	FRONTIER BUILDING SUPPLY	CAULKING/CONCRETE SEAL	\$24.14
208033	9/9/2016	A1150212	02405	SEBO'S DO-IT CENTER	SIGN STAKES AND TAPE	\$22.08
207991	9/7/2016	0681112-001	00306	BAYSHORE OFFICE PRODUCTS	LAMINATING POUCHES	\$21.91
208051	9/1/2016	A1147470	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #514	\$20.64
208151	9/13/2016	201609020	02470	SKAGIT CONSERVATION DISTRICT	SKAGIT CONSERVATION DISTRICT ANNUAL BANQUET	\$20.00
207978	9/7/2016	898388/1	00021	ACE HARDWARE	SILICONE GLUE	\$19.51
208043	9/8/2016	WAANA85426	00939	FASTENAL CO	HOLE SAW FOR WATER DEPT	\$18.47
208070	8/31/2016	284897	06888	PROFORCE LAW ENFORCEMENT	FIREARMS SUPPLIES; GRIPS	\$17.88
207970	9/6/2016	001-346981	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #514	\$17.71
208153	9/13/2016	C275109	02405	SEBO'S DO-IT CENTER	FUEL PUMP FOR VEH #13-919	\$16.82
207361	8/18/2016	105-6219380-090617	08811	AMAZON.COM	COMPACT POWER BACKUP CHARGER	\$15.18
208065	9/1/2016	5044255262	01351	RICOH USA, INC	H/R S/N C86152062 8/1-8/31	\$14.46
207353	8/8/2016	106-2966742-0052235	08811	AMAZON.COM	HEFTY TRASH BAGS	\$13.78
208092	8/30/2016	0034923-IN	02199	PUGET SAFETY EQUIPMENT	IBUPROPHEN	\$13.23
207363	8/18/2016	109-0241433-6730617	08811	AMAZON.COM	CREAMER	\$13.12
207362	8/16/2016	105-9638502-8749053	08811	AMAZON.COM	DIGITAL MEDIA CASE	\$12.59
208001	9/6/2016	A1149258	02405	SEBO'S DO-IT CENTER	MATERIAL NEEDED TO SECURE DRUG TAKE BACK BOX IN LOBBY	\$12.28
208104	9/1/2016	17000889	02930	WASHINGTON STATE PATROL	BACKGROUND CHECK, MUSEUM, SEPTEMBER	\$12.00
207986	9/6/2016	A1149105	02405	SEBO'S DO-IT CENTER	MARKING PAINT - SOCCER	\$11.70
208131	9/6/2016	243832	01023	FRONTIER BUILDING SUPPLY	1/2 X 1/2 HEM COVE MOULDING	\$11.63
207356	8/8/2016	113-3699266-8935451	08811	AMAZON.COM	C BATTERIES	\$11.05

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207985	9/2/2016	A1147762	02405	SEBO'S DO-IT CENTER	PVC - WATER TRUCK	\$11.04
208088	9/3/2016	000099E018366	02817	UNITED PARCEL SERVICE	SHIPPING CHARGE TO HACH COMPANY	\$10.97
207993	9/6/2016	243714	01023	FRONTIER BUILDING SUPPLY	DOUG FIR - GUEMES BENCH	\$10.77
208075	9/10/2016	00005W5A83376	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES FOR THE PREVIOUS WEEK	\$10.70
207355	8/18/2016	103-7326840-6277026	08811	AMAZON.COM	AAA BATTERIES	\$9.96
207988	9/7/2016	AS1149638	02405	SEBO'S DO-IT CENTER	LYSOL, HAND SANITIZER	\$9.67
207358	8/8/2016	102-1247786-0857046	08811	AMAZON.COM	AA BATTERIES	\$9.58
207351	8/8/2016	102-2444282-6456252	08811	AMAZON.COM	LYSOL TOILET BOWL CLEANER	\$9.19
207349	8/8/2016	102-7482835-5078621	08811	AMAZON.COM	LYSOL DISINFECTING WIPES VALUE PACK	\$9.19
208052	9/1/2016	C274866	02405	SEBO'S DO-IT CENTER	PART FOR VEH #7-922	\$9.00
208030	9/9/2016	refund wa park	10297	NISSAN, MIKE	REFUND-OVERPAYMENT OF BOAT LOT PARKING	\$9.00
208053	9/9/2016	001-347374	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #13925	\$6.25
208050	9/7/2016	A1149699	02405	SEBO'S DO-IT CENTER	SINGLE OUTLET	\$5.85
208127	9/13/2016	B344774	02405	SEBO'S DO-IT CENTER	RISER	\$5.85
208061	8/27/2016	001-346198	02109	PISTON SERVICE OF ANACORTES	RAIN-X	\$5.39
207366	8/1/2016	109-7440192-7307435	08811	AMAZON.COM	FLASH DRIVE HOLDER	\$4.98
208060	8/4/2016	A1136966	02405	SEBO'S DO-IT CENTER	FLAGGING TAPE FOR SHOP	\$4.88
207975	9/7/2016	A1149605	02405	SEBO'S DO-IT CENTER	SCREWS AND CONNECTORS	\$4.64
207987	9/7/2016	A1149604	02405	SEBO'S DO-IT CENTER	FASTENERS - TURSİ PARK	\$4.59
208059	8/26/2016	B343030	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #514	\$4.12
208081	9/12/2016	244674	01023	FRONTIER BUILDING SUPPLY	CEDAR SHIMS	\$3.88

Total **\$700,311.82**



City Council Agenda Bill

Meeting Date: 9/19/2016

Agenda Item: 5c

Subject: Contract Award to Install and Implement Voice-Over-Internet Protocol (VOIP) Communications System at the City

Staff Contact: Steve Hoglund

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: City staff seeks City Council consent to issue a contract to All Phase Communications to install and implement a new VOIP Telecommunications System at the City in the amount of \$127,111.01.

Background: Since 1993 NASPO ValuePoint has been the cooperative purchasing arm of the National Association of State Procurement Officials (NASPO); a cooperative purchasing community consisting of all 50 states and Washington DC. NASPO facilitates state agencies to benefit from cooperative purchasing via chief procurement officials representing each state. The State of Utah conducted a competitive procurement entitled "WSCA-NASPO Data Communications Products and Services". Thereby, on March 17, 2014 a contract was fully-executed between ShoreTel Inc. and State of Utah. On November 4, 2014 the State of Washington DES and ShoreTel, Inc. entered into a Participating Addendum under the authority of RCW 36.26 which regulates the manner in which state agencies may acquire services. It is through these agreements and the rights provided ShoreTel to establish a list of Partners for purposes of selling and deploying the ShoreTel VOIP system that All Phase Communications, an authorized Partner, and the City of Anacortes are able to enter this contract subject to City Council consent.

Budget Impact		Proposed Contract	
Amount Budgeted		Contractor	All Phase Communications
Budget Account (BARS)	001.220.594.18.64	Amount	\$127,111.01
Proposed Expenditure	\$127,111.01	Start Date	Inception
Budget Amendment Required?	Yes	End Date	December 31, 2016
Revenue Source	City Funds		

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide consent to contract with All Phase Communications to install and implement a new VOIP Telecommunications System at the City in the amount of \$127,111.01.

Alternative Actions: N/A

Attachments: (1) Contract; (2) NASPO vs City Contract Pricing; (3) ShoreTel's List of Authorized Partners



PURCHASE ORDER 16-070-IDS-002

Date: 13 September 2016

All Phase Communications Inc.
317 North 148th Street
Shoreline, WA 98133

Issuing Office: (360) 299-1971
Denise Van Wyck, Grant/Contracts Administrator
City of Anacortes Public Works Department
PO Box 547
Anacortes, WA 98221

Contact: Iain Beverage
Phone: (206) 363-3100 Office
(206) 380-4054 Cell

Manager: Matt Kaufman
Phone: (360) 293-1904 (O) (360) 661-3196 (cell)
Email: kaufmanm@cityofanacortes.org
Address: PO Box 547
Anacortes, WA 98221

Completion Date: 31 December 2016

Qty	DESCRIPTION	U/M	Amount
1	This "Purchase Order" made and entered into between the City of Anacortes, hereinafter referred to as the "City" and All Phase Communications, Inc., hereinafter referred to as "Contractor, requires the Contractor to provide all materials, supplies, equipment and services to install a new ShoreTel Voice-Over-Internet-Protocol (VOIP) system for the City, referenced as "Work". This Work once complete will replace in its entirety the existing telephone system currently servicing the City. This Work is subject to: • State of Utah Cooperative Master Agreement; Contract Number AR627 which is attached as Exhibit C, • Participating Addendum, covering Data Communications Products and Services contract led by the State of Utah, as issued by the Participating state of Washington under the NASPO Value Point Cooperative Purchasing Organization (formerly WSCA-NASPO); reference Contract Number 01114 attached as Exhibit B, • and in accordance attached Exhibit A which details the description of services and other terms applicable to this Purchase Order. The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof. By signing this Order, the Contractor certifies that they are an authorized Partner of Shoretel Inc. and as such are bound to the terms set forth under the above-referenced Contracts.	See Attached Exhibit A	Not-to-Exceed \$127,111.01
	NOT-TO-EXCEED		\$127,111.01

ALL PHASE COMMUNICATIONS, INC.

CITY OF ANACORTES

Signature

MAYOR

(Print Name)

Date

Date

PURCHASE ORDER 16-070-IDS-002

EXHIBIT A

DESCRIPTION OF WORK

To further clarify and detail the Work, the Contractor and City agree that services provided under this Order include but are not limited to:

- Submitting a Deployment Plan to the City subject to mutual acceptance
- Install a VOIP Server
- Integrate VOIP Server to Active Directory
- Configure City's network to accommodate VOIP requirements
- Configure end user devices
- Prepare & submit to City IT a training program for high end users and assist training if needed
- Train IT staff to install future additions and ability to trouble-shoot system and end-user issues
- Program Auto Backups for Voicemail and Server (frequencies subject to discussion)

SCHEDULE OF WORK

Complete installation no later than November 30, 2016. Training shall complete within 30 days thereafter. All Work to complete no later than December 30, 2016.

The 30-Day Acceptance Test Period as set forth under Article 26 Standard of Performance and Acceptance, Contract AR627 [Exhibit C] shall begin the first business day following completed installation all products.

BILLING/PAYMENT SCHEDULE

PURCHASE ORDER 16-070-IDS-002					
BILLING/PAYMENT SCHEDULE					
Payment Item No	Description	Qty	U/M	U/P	Amount
1	Deploy and Install VOIP System at City Upon Successful 30-Day Acceptance Period [See NOTE 1 listed below]	1	LS	\$90,725.51	\$90,725.51
2	Shipping [See NOTE 2 listed below]	800	EA	\$1.00	\$800.00
3	SHO-93261 Implementing Unified Communications (UC) Solution [design, installation, training, & support] [See NOTE 3 listed below]	188	HR	\$150.00	\$28,200.00
4	SHO-94111 ShoreCare Partner Support 1 Year-No Phones [Upon Completion of Successful Acceptance Period] [See NOTE 4 listed below]	1	LS	\$7,385.50	\$7,385.50
PURCHASE ORDER TOTAL					\$127,111.01

EXHIBIT A (CONTINUED)

NOTE 1:

Upon completion of successful 30-day acceptance test period, the Contractor shall provide a Bill of Materials listing the VOIP System products installed at the City to include the following products:

Part Number	Description	Qty	U/P	Amount
SHO-10320	ShoreTel Voice Switch SG-30	5	\$925.10	\$4,625.50
SHO-10259	ShoreTel Voice Switch SG-50	5	\$1,157.10	\$5,785.50
SHO-10324	ShoreTel Voice Switch SG-50v	2	\$1,447.10	\$2,894.20
SHO-10322	ShoreTel Voice Switch SG-T1k	1	\$2,027.10	\$2,027.10
SHO-10495	ShoreTel IP Phone (P420), 10/100	34	\$109.62	\$3,727.08
SHO-10498	ShoreTel IP Phone IP485g, 10/100/1000	148	\$248.82	\$36,825.36
SHO-10429	ShoreTel IP Phone IP655, with anti-glare screen, 10/100/1000	6	\$434.42	\$2,606.52
SHO-10401	Satellite microphones for ShoreTel IP Phone 655, Qty 2	4	\$113.10	\$452.40
SHO-30035	Extension & Mailbox License for ShoreTel	172	\$116.00	\$19,952.00
SHO-30039	Extension Only License for ShoreTel	34	\$81.20	\$2,760.80
SHO-29153	KIT, USB Connect ONSITE Software (Controlled Release)	1	—	--
SHO-21020	Distributed Voice Services License	1	\$577.10	\$577.10
SHO-30044	Additional Site License	7	\$287.10	\$2,009.70
SHO-40005	Personal Access License	206	—	--
SHO-18009	ShoreWare Emergency Notification, 6 or More	1	\$3,190.00	\$3,190.00
SHO-10223	ShoreTel Voice Switch Rack Mount Tray Gem4	1	\$42.25	\$42.25
N/A	Switch and Cabling Hardware	13	\$250.00	\$3,250.00
			TOTAL	

NOTE 2:

Quantity invoiced is based upon actual shipping costs for equipment to arrive at Contractor's facilities. Attach shipper's invoice to substantiate amount invoiced not-to-exceed \$800.00.

NOTE 3:

Contractor shall invoice on an hourly basis for actual hours worked. Hours shall not exceed the stated quantity except as modified per the Changes provision provided above.

NOTE 4

One-year technical support as funded under this line item shall be provided All Phase Communications as an approved Partner of ShoreTel Inc.

SPECIAL PROVISIONS

1. CONTRACT BOND

Contractor shall provide an executed Performance Bond utilizing the City-furnished form for the full Purchase Order amount. Form shall be signed by an approved Surety (or Sureties) that is registered with the Washington State Insurance Commissioner; and appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The bond shall be:

EXHIBIT A (CONTINUED)

- 1) Conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time;
- 2) Conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 3) Guarantee that the Surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
- 4)
 - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
 - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the Work.

The City may require Sureties or Surety companies on the Contract Bond to appear and qualify themselves. Whenever the Contracting Agency deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

2. PREVAILING WAGES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. A copy of the applicable prevailing wages rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

The Department of Labor and Industries provides the wage forms. Payments by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

3. CITY OF ANACORTES BUSINESS LICENSE

Anyone doing business, or soliciting to do business in the City of Anacortes is required to have a current City Business License. Applications for business license can be obtained from our internet home page at www.cityofanacortes.org. On the internet home page, you'll see a link named Business Licenses.

EXHIBIT A (CONTINUED)

4. CHANGES

The City reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered. Among others, these changes and alterations may include:

1. Deleting any part of the Work.
2. Increasing or decreasing quantities.
3. Altering Specifications, designs, or both.
4. Altering the way the Work is to be done.
5. Adding new Work.
6. Altering facilities, equipment, materials, services, or sites, provided by the City.
7. Ordering the Contractor to speed up or delay the Work.

The City will issue a written change order for any change unless the remainder of this Section provides otherwise.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract. The term *significant change* shall be construed to apply only to the following circumstances: when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

5. INSURANCE & INDEMNITY REQUIREMENTS

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

EXHIBIT A (CONTINUED)

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

EXHIBIT A (CONTINUED)

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

EXHIBIT A (CONTINUED)

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6. ORDER OF PRECEDENCE

The complete Purchase Order includes these parts: the Purchase Order Form, Exhibit A to Purchase Order 16-070-IDS-002, State of Utah Contract AR627, WSCA-NASPO Contract 01114 and change orders. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any Work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Purchase Order Form
2. Special Provisions,
3. WSCA-NASPO Contract 01114,
4. State of Utah Contract AR627.

7. DELIVERY

The products funded under this Order shall be furnished by the Contractor at time of installation. It is understood that once this Order is executed, the lead time for the Contractor to acquire all the equipment is approximately two weeks. The shipping estimate included in the price for the VOIP system assumes the cost to ship equipment to the Contractor's location. Acceptance by the City of the entire VOIP system

8. RETAINAGE

In accordance with RCW 60.28.011, the City is required to withhold 5% of the value of payments made under this Contract, not including sales tax according to Department of Revenue ETA 3024.2013, as

EXHIBIT A (CONTINUED)

retainage until the project is completed and the contract is accepted. Project completion includes contract close out. Close-out of the Contract includes (1) the City's receipt of approved Affidavits to Pay Prevailing Wage, and (2) a Release to pay retainage to Contractor from Department of Labor & Industries, Department of Revenue, and Employment Security.

Instead of having retainage withheld from contract payments, Contractor may opt to submit a retainage bond instead covering any or all of the amount equal to five percent (5%) of the total contract price less sales tax.

9. INDUSTRIAL INSURANCE – TITLE 51

Notwithstanding the Contractor's rights under Title 451 of the Revised Code of Washington, Industrial Insurance Act, the Contractor agrees to defend and hold harmless the City its appointed and elective officer and employees as provided under Special Provision No. 5 **INSURANCE & INDEMNITY REQUIREMENTS** for any claim brought by or on behalf of any employee of the Contractor arising out of this Agreement.

10. THE CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

EXHIBIT A (CONTINUED)

11. SURVIVAL

The provisions of the following paragraphs, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason:

Taxes

Warranty

The City's Right to Terminate Contract

Venue and Choice of Law

Defense & Indemnity Agreement

12. VENUE AND CHOICE OF LAW

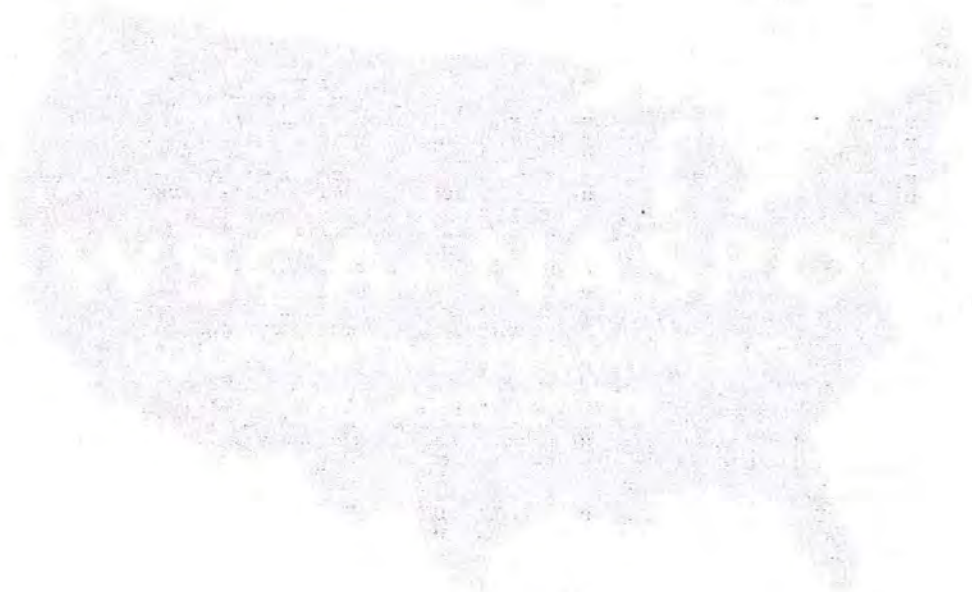
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Contract shall be governed by the law of the State of Washington.

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
ShoreTel, Inc.
Master Agreement No: AR627
(hereinafter "Contractor")**

And

**State of Washington
(hereinafter "Participating State/Entity")
Contract No: 01114**



WSCA-NASPO DATA COMMUNICATIONS
WASHINGTON PARTICIPATING ADDENDUM
WSCA Master Agreement No: AR627
Washington Contract No: 01114

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1. SCOPE

Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR214 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating state of Washington authorized by that state's statutes to utilize state of Washington contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

2. PRODUCTS AND SERVICES

ShoreTel has been awarded in the following categories:

5.3.0 Unified Communications

3. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Holly Davis
Address:	960 Stewart Dr. Sunnyvale, CA 94085
Telephone:	(408) 900-1195
Fax:	(408) 900-1195
E-mail:	hdavis@shoretel.com

Washington State

Name:	Neva Peckham
Address:	1500 Jefferson Street SE/ PO Box 41411
Telephone:	(360) 407-9411
Fax:	(360) 586-2426
E-mail:	neva.peckham@des.wa.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

4. PARTICIPATION

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Washington contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of

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Interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

5. ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services (DES), issues this Participating Addendum acting under the authority of the Revised Code of Washington (RCW) 39.26 which regulates the manner in which state agencies may acquire services.

5.1 Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman-owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a contractor. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the original solicitation, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as a condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation will apply. Bidders are encouraged to contact OMWBE for information on becoming a certified firm as set forth in Washington Administrative Code (WAC) Chapters 326-02 and 326-20; or for information on other certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage bidders from inviting participation from non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

5.2 Liens, claims and encumbrances

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

5.3 Contract administration

5.3.1 State contract administrator

DES will appoint a single point of contact that will be the Contract Administrator for this contract and will provide contract oversight. The Contract Administrator will be the principal contact for the contractor for business activities under this contract. DES will notify contractor, in writing, when there is a new Contract Administrator assigned to this contract.

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5.3.2 Administration of term contract

DES may maintain contract information and pricing and make it available on DES's web site. The contract prices are the maximum price contractor can charge. The contractor may also offer volume discounts to purchasers.

5.4 Contractor supervision and coordination

Contractor shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.
- c. Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach establishing grounds for contract termination.

5.5 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, in order to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

5.6 Management fee

Contractor will pay a management fee of 0.74 percent to DES on the Net Purchase Price (as later defined) of all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice. Payment will be calculated for all sales, net of returns and credits. "Net Purchase Price" = Contractor's product list price, minus all applicable contract discounts, rebates or value added incentives and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an order.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases at the later of (a) 30 calendar days after notification unless DES grants additional time and (b) an Amendment to this Participating Addendum signed by both parties.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to

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accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law. Such audit (1) will be with at least ten (10) business days advance written notice, (2) will be during normal business hours, (3) shall not unduly interrupt or interfere with Contractor's normal business operations, and (4) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such an audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise services
Finance Department
1500 Jefferson St. S.E.
PO Box 41460
Olympia, WA 98504-1460

5.7 Contract sales report

The management fee will be based on total contract usage (sales), which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

5.8 Other required term contract reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to

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DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

5.9 Common vendor-registration and bid-notification system

Contractor shall be registered in Washington's Electronic Business Solution (WEBS), the state's common vendor-registration and bid-notification system. Contractors already registered need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate vendor profile.

5.10 Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within 20 calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Contractor shall maintain compliance with these requirements throughout the life of this contract.

5.10.1 Qualified and established business

Prior to performance, or prior to that time if required by DES, law or regulation, contractor must be an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in the solicitation

5.10.2 Authorized Service Provider and product Reseller certifications

Upon request, contractor must provide evidence of its status as an authorized service provider or product reseller. Contractor shall maintain its authorized service provider or product reseller status for the initial term and any extensions of the resulting contract. If this status is discontinued, this contract may be terminated.

5.10.3 Dealer/Fulfillment Partner authorization

The contractor shall maintain dealer/fulfillment partner authorization from the manufacturer consistent with the requirements outlined in the original solicitation.

5.10.4 Assignment

Contractor shall not assign or otherwise transfer its obligations or any claim arising under this contract without the prior written consent of DES. Such consent will not be unreasonably withheld. Contractor shall provide a minimum of 30 calendar days advance notification of intent to assign or otherwise transfer its obligations under this contract. Violation of this provision may be considered a material breach and be grounds for contract termination. Assignment or transfer of contract shall not relieve the contractor from its responsibilities and obligations under the contract.

5.10.5 Contractor authority and infringement

Under this contract, contractor is authorized to sell only those materials, supplies, services and/or equipment as stated herein and allowed for by the contract provisions. Contractor shall not misrepresent to purchasers that they have the contract authority to sell any other materials, supplies,

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services and/or equipment. Further, contractor may not intentionally infringe on other established state contracts.

5.10.6 Hours of labor

In compliance with RCW 49.28, contractor agrees that no worker, laborer, or mechanic in the employ of the contractor or subcontractor shall be permitted or required to work more than eight hours in any one calendar day, or 40 hours in any one calendar week. However, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when the employer has obtained the employee's agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week.

5.10.7 Materials and workmanship

The contractor is required to furnish all materials, supplies, equipment and/or services necessary to perform contractual requirements. Materials, supplies, equipment and/or services used in the performance of this contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies, and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

5.10.8 Hazardous materials

Consistent with WAC 296-839, all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazard warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

5.11 Payment

5.11.1 Advance payment prohibited

No advance payment shall be made for the products and services furnished by contractor under this contract, with the exception of maintenance or support services. If mutually agreed with Purchaser, Contractor may invoice a purchaser in advance for up to, but not more than a one-

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year period for maintenance or support services unless Purchaser is prohibited from doing so under applicable statute, administrative regulation, policy or otherwise.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

5.11.2 Payment

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

5.11.3 Invoicing and discounts

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

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5.12 Taxes, fees and licenses

5.12.1 Taxes

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

5.12.2 Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

5.12.3 Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

5.12.4 Fees/Licenses

After award of contract, and prior to commencing performance under the contract, the contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

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5.12.5 Customs/Brokerage Fees

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the contract are expedited through customs. Failure to do so may subject contractor to liquidated damages as identified herein and/or to other remedies available by law or contract. Neither DES nor the purchaser will incur additional costs related to contractor's payment of such fees.

5.12.6 Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

5.12.7 Overpayments to contractor

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

5.13 Ownership of Data

The state of Washington or any user of the Contract shall own all rights, title and interest in its data as it relates to the services provided by this Contract.

The Service Provider will make the state of Washington's data and processes available to third parties only with the express written permission of the state.

5.14 Clearing of Data

When requested by the state of Washington, the provider must destroy all requested data in all of its forms, disk, CD / DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction must be provided to the state of Washington.

5.15 Location of Data Storage

The Service Provider shall not store or transfer state of Washington data outside of the United States.

5.16 Return of Data

In the event of termination of the Contract, the Service Provider shall implement an orderly return of state of Washington assets and their subsequent secure disposal. During any period of suspension, the Service Provider will not take any action to intentionally erase any state of Washington Data.

5.17 Additional Roles

The Service Provider shall disclose to the state of Washington a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches and expert

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testimonies. The provider shall disclose its process for responding to subpoenas, service of process and other legal requests.

5.18 Lease Agreement

NOTE: Contractor's Master Agreement allows for leasing under Section 22. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth by ShoreTel, Inc. fulfillment partners or their designated approved financing partner. Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. Washington State agencies must follow the rules and guidelines for capital leases Washington State Treasurer's Office.

6. INDEMNIFICATION

Contractor, at its expense, shall defend, indemnify, and save DES and Purchaser harmless from and against any third party claims against DES or Purchaser that any Product supplied hereunder, or Purchaser's use of the Product within the terms of this Contract, infringes any U.S. patent, copyright, trade secret, trademark, or other similar proprietary right of a third party. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DES or Purchaser provided that DES or Purchaser:

- a) Promptly notifies Contractor in writing of the claim, but DES' or Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
- b) Cooperates with, provides information and reasonable assistance to Contractor and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations. In the event that DES or Purchaser has used its best efforts as aforesaid and the Office of the Attorney General of Washington participates in the defense and settlement of the claim and any subsequent appeal, DES or Purchaser agrees: (i) that any participation shall be at the cost and expense of DES or Purchaser; and (ii) that the Office of the Attorney General of Washington shall not prevent Contractor from settling the claim, *provided that* any such settlement or compromise includes a release of the State of Washington and Purchaser from all liability arising out of the claim.

If such claim has occurred, or in Contractor's opinion is likely to occur, DES and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to continue using the Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and the Purchaser will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of six (6) years commencing on the date of purchase and shall be an equal amount per year over said useful life.

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The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Contractor.

Contractor has no liability for any claim of infringement arising solely from:

- a) Contractor's compliance with any designs, specifications or instructions of Purchaser;
- b) Modification of the Product by Purchaser or a third party without the prior knowledge and approval of Contractor;
- c) Use of the Product in a way not specified by Contractor; or,
- d) Use or combination of the Product with equipment not supplied by Contractor.

Contractor shall have no liability for any claim based upon the amount or duration of use that Purchaser makes of the Products or revenue from services provided by Purchaser to external or internal customers that utilize the Products, except that this does not limit Contractors' obligations under this Section 6 for claims alleging infringement of the Products themselves.

Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on Purchaser's use of the Products after Contractor has informed Purchaser of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Contractor's suggestions. The foregoing states the entire obligation of Contractor and its subcontractors and the exclusive remedy of Purchaser with respect to infringement or misappropriation of intellectual property rights. The foregoing is given to DES and Purchaser solely for their benefit and in lieu of, and Contractor disclaims, any warranties of non-infringement with respect to the Products.

Except for those obligations under this Section 6, liability of Contractor and its subcontractors for claims arising under this Participating Addendum is limited to Three Million Dollars (\$3,000,000), cumulatively. In no event shall Contractor or its subcontractors be liable for any incidental, special indirect or consequential damages.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

All submission become public records and will be disclosed upon request as required by law 42.56 RCW, the Public Records Act (PRA).

All proprietary information, confidential information or trade secrets ("confidential content") contained in a bid submission must be clearly identified. A bidder must clearly identify each and every page containing confidential content by clearly and conspicuously printing the word "Confidential" on the lower right hand corner of the page.

DES will not honor marking of the entire Proposal, entire sections of a Proposal or the pricing or financial information as Confidential.

To the extent consistent with the PRA, DES shall maintain the confidentiality of Bidder's clearly identify confidential content.

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If a request is made to view confidential content, DES will notify Bidder of the request and of the date ("disclosure date") that the confidential content will be disclosed to the requester unless:

1. Bidder obtains a court order enjoining that disclosure or
2. Bidder and Requester independently agree on the extent of the disclosure. Any such independent agreement between bidder and requestor must be sent to DES by an authorized corporate officer of the requester prior to the disclosure date

Unless Bidder obtains a court order enjoining disclosure, DES will disclose the requested information on the disclosure date.

8. RECORDS RETENTION

The Contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Participating Addendum. These records will be retained by the Contractor for at least six years after the Participating Addendum terminates or until all audits initiated within the six 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 Participating Addendum and any order placed under this Participating Addendum, for audit and inspection, and monitoring of services. Such access will be 1) with at least ten (10) business days advance written notice, during normal business hours, 2) shall not unduly interrupt or interfere with Contractor's normal business operations, and 3) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of the Contractor in a form reasonably satisfactory to Contractor.

9. TERMINATION

This Participating Addendum may be terminated in accordance on the same terms as set forth in the WSCA Master Agreement.

10. SUBCONTRACTORS

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of XXX, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

11. ORDERS

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from

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this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to state of Washington, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the state of Washington.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

12. TERM

The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

13. NOTICES

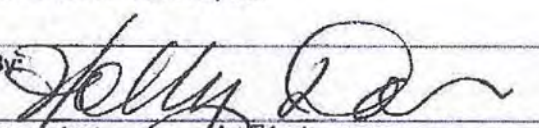
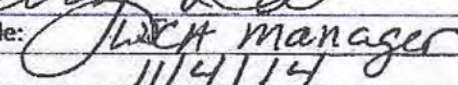
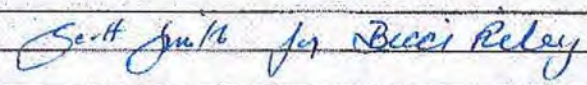
Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given ShoreTel, Inc. representative identified in section 3 of this document.

14. ENTIRE AGREEMENT

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Washington Department of Enterprise Services	Contractor: ShoreTel, Inc.
By: 	By: 
Name/Title: Neva Peckham, Contracts Specialist	Name/Title:  manager
Date: 11/4/14	Date: 11/4/14
Name/Title: Becci Riley, Acting IT Contracts Manager	 for Becci Riley
Date: 11/4/14	
Name/Title: Christine Warnock, State Purchasing Agent	
Date:	

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.

960 Stewart Dr

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.

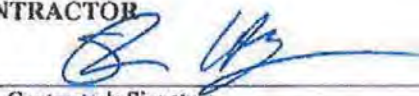
State of Utah Contract Number AR627 Page 2 of 2

- 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.

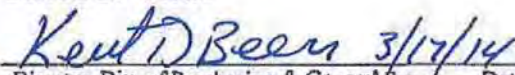
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature

3/12/14
Date


Director, Div. of Purchasing & General Svs.

3/17/14
Date

Shane Hays
Type or Print Name and Title

Director, Vertical Programs

State of Utah Contract Number: AR627

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

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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

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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

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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

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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

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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

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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.,

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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.

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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.

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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.,

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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.

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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.

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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

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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.

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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

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**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.

**VOIP EQUIPMENT AND INSTALLATION
NASPO PRICES
VS.
PRICING OFFERED
CITY OF ANACORTES**

ITEM NO	ITEM DESCRIPTION	QTY	NASPO CONTRACT PRICE	NASPO AMOUNT	PRICE TO CITY OF ANACORTES	CITY OF ANACORTES AMOUNT	PERCENTAGE DISCOUNT	\$\$ DISCOUNT
10320	ShoreTel Voice Switch SG-30	5	\$ 1,036.75	\$ 5,183.75	\$ 925.10	\$ 4,625.50	89%	\$ 558.25
10259	ShoreTel Voice Switch SG-50	5	\$ 1,296.75	\$ 6,483.75	\$ 1,157.10	\$ 5,785.50	89%	\$ 698.25
10324	ShoreTel Voice Switch SG-50v	2	\$ 1,621.75	\$ 3,243.50	\$ 1,447.10	\$ 2,894.20	89%	\$ 349.30
10322	Shoretel Voice Switch SG-T1k	1	\$ 2,271.75	\$ 2,271.75	\$ 2,027.10	\$ 2,027.10	89%	\$ 244.65
10495	ShoreTel IP Phone IP420, 10/100	34	\$ 122.85	\$ 4,176.90	\$ 109.62	\$ 3,727.08	89%	\$ 449.82
10498	ShoreTel IP Phone IP485g, 10/100/1000	148	\$ 278.85	\$ 41,269.80	\$ 248.82	\$ 36,825.36	89%	\$ 4,444.44
10429	ShoreTel IP Phone IP655, with anti-glare screen 10/10/1000	6	\$ 486.85	\$ 2,921.10	\$ 434.42	\$ 2,606.52	89%	\$ 314.58
10401	Satellite microphones for ShoreTel IP Phone 655, Qty 2	4	\$ 126.75	\$ 507.00	\$ 113.10	\$ 452.40	89%	\$ 54.60
30035	Extension & Mailbox License for ShoreTel	172	\$ 130.00	\$ 22,360.00	\$ 116.00	\$ 19,952.00	89%	\$ 2,408.00
30039	Extension Only License for ShoreTel	34	\$ 91.00	\$ 3,094.00	\$ 81.20	\$ 2,760.80	89%	\$ 333.20
21020	Distributed Voice Services License	1	\$ 646.75	\$ 646.75	\$ 577.10	\$ 577.10	89%	\$ 69.65
30044	Additional Site License	7	\$ 321.75	\$ 2,252.25	\$ 287.10	\$ 2,009.70	89%	\$ 242.55
40005	Personal Access License	206	\$ -	\$ -	\$ -	\$ -	N/A	\$ -
18009	Shoreware Emergency Notification, 6 or More	1	\$ 3,575.00	\$ 3,575.00	\$ 3,190.00	\$ 3,190.00	89%	\$ 385.00
10223	ShoreTel Voice witch Rack Mount Tray Gen4	9	\$ 42.25	\$ 380.25	\$ 65.00	\$ 42.25	11%	\$ 338.00
94111	ShoreCare Partner Support 1 Year - No Phones	1	\$ 7,385.51	\$ 7,385.51	\$ 8,688.83	\$ 7,385.50	100%	\$ 0.01
	Installation and Cabling Hardware	13	\$ 250.00	\$ 3,250.00	\$ 250.00	\$ 3,250.00	N/A	\$ -
TOTAL EQUIPMENT, LICENSING, AND INSTALLATION				\$ 109,001.31		\$ 98,111.01		\$ 10,890.30

NASPO Contract AR627

DATA COMMUNICATIONS EQUIPMENT AND SERVICES

Updated: 11/20/2015

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
IP Telephony								
IP Telephony	Advanced	18010	CALL ROUTER	Call Router Application - System-wide	Each	\$3,438	35%	\$2,234.70
IP Telephony	Advanced	18024	CALL RECORDER - BASE	Call Recorder - Base package (5	Each	\$5,000	35%	\$3,250.00
IP Telephony	Advanced	18025	CALL RECORDER - ADD-ON	Call Recorder - Combine with Base	Each	\$200	35%	\$130.00
IP Telephony	Advanced	18026	NUISANCE CALL HANDLER	Nuisance Call Handler - System-wide	Each	\$2,500	35%	\$1,625.00
IP Telephony	Advanced	18029	ENHANCED PAGING	Enhanced Paging Application - Base	Each	\$5,500	35%	\$3,575.00
IP Telephony	Advanced	18030	ENHANCED PAGING	Enhanced Paging Application - Combine	Each	\$500	35%	\$325.00
IP Telephony	Advanced	18031	SUPER GROUP	Super Group Application - Enhanced hunt	Each	\$2,500	35%	\$1,625.00
IP Telephony	Advanced	18032	LICENSE, AMS 360	AMS 360 Integration Application - Desktop	Each	\$200	35%	\$130.00
IP Telephony	Advanced	18033	APPLICATION, VOICE	Voice Forms IVR Application - Configurable	Each	\$5,600	35%	\$3,640.00
IP Telephony	Advanced	18034	APPLICATION, CALLER	Caller Directed Router Application - Routes	Each	\$3,438	35%	\$2,234.70
IP Telephony	Advanced	18035	CALL HISTORY REPORT	Call History Report - Enhanced CDR based	Each	\$1,485	35%	\$965.25
IP Telephony	Advanced	18037	SCHEDULE-BASED ON	Schedule based "On Call" Routing	Each	\$3,438	35%	\$2,234.70
IP Telephony	Advanced	18038	CALL HANDLING MODE	Phone Use Scheduler - Automatically	Each	\$3,438	35%	\$2,234.70
IP Telephony	Advanced	18039	CALL HANDLING MODE	Do Not Disturb (DND) Override Application -	Each	\$1,250	35%	\$812.50
IP Telephony	Advanced	18042	CALLS BY DIALED PARTY	Calls by Dialed Party Report - Enhanced	Each	\$1,485	35%	\$965.25
IP Telephony	Advanced	18043	CALLS BY ORIGIN REPORT	Calls by Origin Report - Enhanced CDR	Each	\$1,485	35%	\$965.25
IP Telephony	Advanced	18045	REPORT SCHEDULER	Report Scheduler - Application that runs,	Each	\$3,500	35%	\$2,275.00
IP Telephony	Advanced	18048	SITE ROUTER	Site Router - Automatically routes inbound	Each	\$3,438	35%	\$2,234.70
IP Telephony	Advanced	18064	ACTIVE DIRECTORY	Active Directory Import application	Each	\$5,000	35%	\$3,250.00
IP Telephony	Advanced	18071	SALESFORCE REPORTING	extensions. Integrates ShoreTel CDR into	Each	\$3,300	35%	\$2,145.00
IP Telephony	Advanced	18072	SALESFORCE REPORTING	than 25 extensions. Integrates ShoreTel	Each	\$5,000	35%	\$3,250.00
IP Telephony	Advanced	18073	SALESFORCE CONNECTOR	IVR. Drive ECC script flows based on	Each	\$5,000	35%	\$3,250.00
IP Telephony	Advanced	18074	CONTACT CENTER	Communicate an urgent or time-critical,	Each	\$2,500	35%	\$1,625.00
IP Telephony	Advanced	18075	CONTACT CENTER EMAIL	Monitors the performance of CC groups and	Each	\$1,250	35%	\$812.50
IP Telephony	Advanced	18076	CONTACT CENTER AGENT	Application - Whispers CC queue name to	Each	\$2,500	35%	\$1,625.00
IP Telephony	Advanced	18077	BRIDGED CALL	Handler - Transfers BCA calls to a	Each	\$2,500	35%	\$1,625.00
IP Telephony	Advanced	18078	LICENSE, SHORETEL FOR	ShoreTel for Zendesk - Licensed per user.	Each	\$200	35%	\$130.00
IP Telephony	Advanced	18079	LICENSE, SHORETEL FOR	user.	Each	\$200	35%	\$130.00
IP Telephony	Application	21020	DIST VOICE SVCS SVR	Distributed Voice Services License	Each	\$995	35%	\$646.75
IP Telephony	Application	29152	KIT, USB ST 14.2	ShoreTel 14.2 Software (General Release)	Each	\$0	35%	\$0.00
IP Telephony	Application	30006	LICENSE, SOFT PHONE (ST	Softphone License (ShoreTel 7.5 and	Each	\$150	35%	\$97.50
IP Telephony	Application	30035	LICENSE, EXTENSION &	Extension & Mailbox License	Each	\$200	35%	\$130.00
IP Telephony	Application	30039	LICENSE, EXTENSION	Extension-only License (Requires ShoreTel	Each	\$140	35%	\$91.00
IP Telephony	Application	30040	LICENSE, MAILBOX ONLY	Mailbox-only License (Requires ShoreTel	Each	\$90	35%	\$58.50

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IP Telephony	Application	30041	LICENSE, ADDITIONAL	Add'l Language License (Requires ShoreTel	Each	\$995	35%	\$646.75
IP Telephony	Application	30043	LICENSE, SOFTWARE SIP	SIP Trunk Software License (requires	Each	\$50	35%	\$32.50
IP Telephony	Application	30044	LICENSE, ADDITIONAL SITE	Additional Site License	Each	\$495	35%	\$321.75
IP Telephony	Application	30049	TAPI APPLICATION SERVER	TAPI Application Server License (License to	Each	\$495	35%	\$321.75
IP Telephony	Client Software	30053	LICENSE, SIP DEVICE	SIP Device License (License to allow a SIP	Each	\$30	35%	\$19.50
IP Telephony	Client Software	30057	SIP TRUNK TO SIP DEVICE	SIP Trunk to SIP Device Conversion	Each	\$0	35%	\$0.00
IP Telephony	Legacy	30080	LICENSE, EXTERNAL	License, SIP-based third party messaging	Each	\$4,495	35%	\$2,921.75
IP Telephony	Other	10151	KIT, ANALOG HARMONICA	Harmonica for SG-40/8	Each	\$35	35%	\$35.00
IP Telephony	Other	10162	HANDSET, IP5XX/2XX/1XX	Handset for IP5XX/2XX/1XX series IP	Each	\$25	35%	\$25.00
IP Telephony	Other	10169	KIT, WALL MOUNT 5XX	Wall Mount Kit for IP Phone IP560 / IP560g	Each	\$10	35%	\$10.00
IP Telephony	Other	10195	KIT, WALL MOUNT 1XX/BB	Wall Mount Kit for IP Phone IP110 / IP115 /	Each	\$10	35%	\$10.00
IP Telephony	Other	10211	KIT, WALL MOUNT 2XX	Wall Mount Kit for IP Phone IP212K / 230 /	Each	\$10	35%	\$10.00
IP Telephony	Other	10224	KIT, WALL MOUNT SG DUAL	Wall Mount Bracket Kit for dual rack tray.	Each	\$15	35%	\$15.00
IP Telephony	Other	10269	IP PHONE, GIG ETHERNET	IP Phone Power Adapter for Ethernet	Each	\$20	35%	\$20.00
IP Telephony	Other	10370	STAND, 1XX/BB SERIES IP	Phone Base for IP Phone IP110 / IP115 /	Each	\$7	35%	\$7.00
IP Telephony	Other	10371	STAND, 2XX SERIES IP	Phone Base for IP Phone IP210 / IP230 /	Each	\$7	35%	\$7.00
IP Telephony	Other	10372	STAND, 5XX SERIES IP	Phone Base for IP Phone IP530 / IP560 /	Each	\$7	35%	\$7.00
IP Telephony	Other	10373	HANDSET CORD, 9FT	Handset Cord (9 ft) Spare, All models	Each	\$5	35%	\$5.00
IP Telephony	Other	10381	HANDSET, IP655/4XX	Handset for IP Phone IP655, IP 400 series	Each	\$25	35%	\$25.00
IP Telephony	Other	10388	CHARGER, IP930D (SPARE)	Handset Charger for IP930D DECT Phone	Each	\$25	35%	\$25.00
IP Telephony	Other	10397	HANDSET CORD, 9FT IP655	Handset Cord (9 ft) Spare, IP 655 only	Each	\$5	35%	\$5.00
IP Telephony	Other	10400	KIT, 10 SETS LF RACK	Rack Mount Ears (10 pairs, 8 screws per	Each	\$100	35%	\$100.00
IP Telephony	Other	10428	KIT, WALL MOUNT IP655	Wall Mount Kit for IP Phone IP655	Each	\$15	35%	\$15.00
IP Telephony	Other	10449	REPEATER, IP930D	Repeater - IP 930D DECT Phone --	Each	\$249	35%	\$249.00
IP Telephony	Other	10450	BATTERY, IP 930D (SPARE)	IP930D Battery (Spare)	Each	\$10	35%	\$10.00
IP Telephony	Other	10478	POE CABLE, REPEATER	PoE cable for IP930D DECT Repeater	Each	\$15	35%	\$15.00
IP Telephony	Other	10511	KIT, HANDSET COVER/CLIP	Handset cover with integrated belt clip for IP	Each	\$20	35%	\$20.00
IP Telephony	Other	10533	KIT, IP400 SERIES	Telephone Wall Plate Mounting for IP400	Each	\$15	35%	\$15.00
IP Telephony	Other	10536	HANDSET CORD, 12FT	Handset Cord (12 ft) for IP 400 series	Each	\$5	35%	\$5.00
IP Telephony	Other	60047	KIT, ANALOG HARMONICA	Analog Harmonica & Telco 25PR (FF)	Each	\$65	35%	\$65.00
IP Telephony	Other	60152	KIT, WALL MOUNT	Wall Mount Kit for IP Phone IP480 /480g /	Each	\$15	35%	\$15.00
IP Telephony	Other	60153	KIT, WALL MOUNT IP420	Wall Mount Kit for IP Phone IP420	Each	\$15	35%	\$15.00
IP Telephony	Phones	10495	IP PHONE, IP420	IP Phone IP 420 -- Requires ShoreTel 14 or	Each	\$189	35%	\$122.85
IP Telephony	Phones	10496	IP PHONE, IP480	IP Phone IP 480 -- Requires ShoreTel 14 or	Each	\$299	35%	\$194.35
IP Telephony	Phones	10497	IP PHONE, IP480G	IP Phone IP480g -- Requires ShoreTel 14 or	Each	\$369	35%	\$239.85
IP Telephony	Phones	10498	IP PHONE, IP485G	IP Phone IP 485g -- Requires ShoreTel 14	Each	\$429	35%	\$278.85
IP Telephony	Phones	10429	IP PHONE, IP655	IP Phone IP 655 with anti-glare screen -	Each	\$749	35%	\$486.85
IP Telephony	Phones	10401	REMOTE MICROPHONE	Satellite microphones for IP Phone IP655,	Each	\$195	35%	\$126.75

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IP Telephony	Phones	10512	BUNDLE, GSA : IP PHONE	IP Phone IP420, Bundled with Extension	Each	\$389	35%	\$252.85
IP Telephony	Phones	10513	BUNDLE, GSA : IP PHONE	IP Phone IP480, Bundled with Extension	Each	\$499	35%	\$324.35
IP Telephony	Phones	10514	BUNDLE, GSA : IP PHONE	IP Phone IP480g, Bundled with Extension	Each	\$569	35%	\$369.85
IP Telephony	Phones	10515	BUNDLE, GSA : IP PHONE	IP Phone IP485g, Bundled with Extension	Each	\$629	35%	\$408.85
IP Telephony	Phones	10298	BUNDLE, GSA: IP PHONE	IP Phone IP 655, Bundled with Extension	Each	\$895	35%	\$581.75
IP Telephony	Phones	10284	BUNDLE, GSA : IP PHONE	IP Phone IP 115 Black, Bundled with	Each	\$359	35%	\$233.35
IP Telephony	Phones	10290	BUNDLE, GSA : IP PHONE	IP Phone IP 230g Black, Bundled with	Each	\$529	35%	\$343.85
IP Telephony	Phones	10175	IP PHONE, BB24 BLK	IP Phone BB24 - Black (Requires ShoreTel	Each	\$299	35%	\$194.35
IP Telephony	Phones	10217	IP PHONE, IP115 BLK	IP Phone IP 115 - Black (Requires ShoreTel	Each	\$159	35%	\$103.35
IP Telephony	Phones	10268	IP PHONE, IP230G BLK	IP Phone IP 230g - Black (Requires	Each	\$329	35%	\$213.85
IP Telephony	Phones	10384	STARTER KIT, IP930D NA	Starter Kit : IP 930D DECT Phone - US /	Each	\$599	35%	\$389.35
IP Telephony	Phones	10386	BASE, IP930D NA (SPARE)	Base : IP 930D DECT Phone (Add-on) -	Each	\$499	35%	\$324.35
IP Telephony	Phones	10389	HANDSET, IP930D (SPARE)	Handset : IP 930D DECT Phone (Add-on) -	Each	\$199	35%	\$129.35
IP Telephony	Server	60169	SERVER, UC 25	Small Business Edition Server (UC Server	Each	\$1,500	35%	\$975.00
IP Telephony	Small Business	60173	KIT, SBE SERVER	SBE Server Replacement. Allows existing	Each	\$1,125	35%	\$731.25
IP Telephony	Small Business	10476	KIT, SBE UPGRADE TO SBE	Small Business Edition Upgrade to Small	Each	\$1,995	0%	\$1,995.00
IP Telephony	Small Business	10480	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 15 Users with server.	Each	\$2,495	0%	\$2,495.00
IP Telephony	Small Business	10481	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 20 Users with server.	Each	\$2,995	0%	\$2,995.00
IP Telephony	Small Business	10482	BUNDLE, SBE 100 T1A	SBE 100 bundle, 25 Users with server.	Each	\$4,995	0%	\$4,995.00
IP Telephony	Small Business	10483	BUNDLE, SBE 100 T1A	SBE 100 bundle, 50 Users with server.	Each	\$8,495	0%	\$8,495.00
IP Telephony	Small Business	10484	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 15 Users w/o server.	Each	\$1,995	0%	\$1,995.00
IP Telephony	Small Business	10485	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 20 Users w/o server.	Each	\$2,495	0%	\$2,495.00
IP Telephony	Small Business	10486	BUNDLE, SBE 100 T1A	SBE 100 bundle, 25 Users w/o server.	Each	\$4,495	0%	\$4,495.00
IP Telephony	Small Business	10487	BUNDLE, SBE 100 T1A	SBE 100 bundle, 50 Users w/o server.	Each	\$7,995	0%	\$7,995.00
IP Telephony	Small Business	60157	KIT, SBE / SBE 100	SBE or SBE 100 Upgrade to Enterprise	Each	\$4,495	0%	\$4,495.00
IP Telephony	Small Business	60177	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 15 Users with server.	Each	\$2,495	0%	\$2,495.00
IP Telephony	Small Business	60178	BUNDLE, SBE 100 ANALOG	SBE 100 bundle, 20 Users with server.	Each	\$2,995	0%	\$2,995.00
IP Telephony	Small Business	60179	BUNDLE, SBE 100 T1A	SBE 100 bundle, 25 Users with server.	Each	\$4,995	0%	\$4,995.00
IP Telephony	Third Party	30058	LICENSE, ADD-ON VPN	VPN Concentrator Add-on licenses : Qty 5.	Each	\$600	35%	\$390.00
IP Telephony	Third Party	30059	LICENSE, ADD-ON VPN	VPN Concentrator Add-on licenses : Qty 10.	Each	\$1,000	35%	\$650.00
IP Telephony	Third Party	30060	LICENSE, ADD-ON VPN	VPN Concentrator Add-on licenses : Qty 25.	Each	\$2,300	35%	\$1,495.00
IP Telephony	Third Party	60137	VPN CONCENTRATOR,	VPN Concentrator Model 5300LF2, Bundle	Each	\$4,995	35%	\$3,246.75
IP Telephony	Third Party	60138	VPN CONCENTRATOR,	VPN Concentrator Model 4550 , Bundle	Each	\$2,495	35%	\$1,621.75
IP Telephony	Third Party	60141	BUNDLE, VPN	VPN Concentrator Model 4550, Bundle	Each	\$2,995	35%	\$1,946.75
IP Telephony	Third Party	60142	BUNDLE, VPN	VPN Concentrator Model 5300LF2 , Bundle	Each	\$5,995	35%	\$3,896.75
IP Telephony	Third Party	60143	BUNDLE, VPN	VPN Concentrator Model 5300LF2, Bundle	Each	\$7,995	35%	\$5,196.75
IP Telephony	Third Party	60144	BUNDLE, VPN	VPN Concentrator Model 5300LF2, Bundle	Each	\$9,995	35%	\$6,496.75
IP Telephony	Third Party	80090	INGATE SIPARATOR 21,	Ingate SIParator 21. Includes 5 SIP session	Each	\$1,290	35%	\$838.50

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IP Telephony	Third Party	80151	INGATE SIPARATOR 21,	Ingate SIParator 21 and failover unit.	Each	\$2,180	35%	\$1,417.00
IP Telephony	Third Party	80131	KIT, RACK MOUNT INGATE	Rack Mount Kit for Ingate SIParator 21	Each	\$35	35%	\$22.75
IP Telephony	Third Party	80145	INGATE SIPARATOR 52,	Ingate SIParator 52. Includes 50 SIP	Each	\$6,035	35%	\$3,922.75
IP Telephony	Third Party	80148	INGATE SIPARATOR 52,	Ingate SIParator 52 and failover unit.	Each	\$9,225	35%	\$5,996.25
IP Telephony	Third Party	80123	LICENSE, INGATE	Ingate Software SIParator. Includes 5 SIP	Each	\$1,100	35%	\$715.00
IP Telephony	Third Party	80124	LICENSE, INGATE	Ingate Software SIParator. Includes 25 SIP	Each	\$1,997	35%	\$1,298.05
IP Telephony	Third Party	80125	LICENSE, INGATE	Ingate Software SIParator. Includes 50 SIP	Each	\$3,280	35%	\$2,132.00
IP Telephony	Third Party	80126	LICENSE, INGATE	Ingate Software SIParator. Includes 100 SIP	Each	\$5,700	35%	\$3,705.00
IP Telephony	Third Party	80127	LICENSE, INGATE	Ingate Software SIParator. Includes 200 SIP	Each	\$10,300	35%	\$6,695.00
IP Telephony	Third Party	80128	LICENSE, INGATE	Ingate Software SIParator. Includes 500 SIP	Each	\$17,910	35%	\$11,641.50
IP Telephony	Third Party	80095	LICENSE, INGATE	Ingate SIParator additional 5 SIP session	Each	\$230	35%	\$149.50
IP Telephony	Third Party	80154	LICENSE, INGATE	Ingate SIParator additional 100 SIP session	Each	\$3,400	35%	\$2,210.00
IP Telephony	Third Party	80156	LICENSE, INGATE	Ingate SIParator additional 5 SIP session	Each	\$230	35%	\$149.50
IP Telephony	Third Party	80155	LICENSE, INGATE	Ingate SIParator additional 100 SIP session	Each	\$3,400	35%	\$2,210.00
IP Telephony	Voice Switches	10223	KIT, RACK MOUNT SG DUAL	Rack Mount Tray Kit for SG switch 1U half	Each	\$65	35%	\$42.25
IP Telephony	Voice Switches	10229	VOICE SWITCH, SG220T1A	Voice Switch SG-220T1A - 1U half width,	Each	\$6,495	35%	\$4,221.75
IP Telephony	Voice Switches	10259	VOICE SWITCH, SG50	Voice Switch SG-50 - 1U half width, Max	Each	\$1,995	35%	\$1,296.75
IP Telephony	Voice Switches	10260	VOICE SWITCH, SG90	Voice Switch SG-90 - 1U half width, Max	Each	\$2,995	35%	\$1,946.75
IP Telephony	Voice Switches	10261	VOICE SWITCH, SG220T1	Voice Switch SG-220T1 - 1U half width,	Each	\$5,995	35%	\$3,896.75
IP Telephony	Voice Switches	10320	VOICE SWITCH, SG30	Voice Switch SG-30 - 1U half width, Max	Each	\$1,595	35%	\$1,036.75
IP Telephony	Voice Switches	10321	VOICE SWITCH, SG24A	Voice Switch SG-24A - 1U full width, Max	Each	\$2,995	35%	\$1,946.75
IP Telephony	Voice Switches	10322	VOICE SWITCH, SGT1K	Voice Switch SG-T1k - 1U half width, Max	Each	\$3,495	35%	\$2,271.75
IP Telephony	Voice Switches	10324	VOICE SWITCH, SG50V	Voice Switch SG-50V - 1U half width. Max	Each	\$2,495	35%	\$1,621.75
IP Telephony	Voice Switches	10325	VOICE SWITCH, SG90V	Voice Switch SG-90V - 1U half width. Max	Each	\$3,695	35%	\$2,401.75
IP Telephony	Voice Switches	30134	LICENSE, VIRTUAL PHONE	Virtual phone capacity license. 1 license per	Each	\$45	35%	\$29.25
IP Telephony	Voice Switches	30135	LICENSE BUNDLE, VIRTUAL	Virtual phone capacity license. Quantity 50.	Each	\$1,750	35%	\$1,137.50
IP Telephony	Voice Switches	30136	LICENSE BUNDLE, VIRTUAL	Virtual phone capacity license. Quantity	Each	\$5,000	35%	\$3,250.00
IP Telephony	Voice Switches	30137	LICENSE, VIRTUAL SIP	Virtual SIP trunk license. Enable 1 SIP trunk	Each	\$95	35%	\$61.75
IP Telephony	Voice Switches	30138	LICENSE BUNDLE, VIRTUAL	Virtual SIP trunk license. Pack of 25.	Each	\$2,125	35%	\$1,381.25
IP Telephony	Voice Switches	30139	LICENSE BUNDLE, VIRTUAL	Virtual SIP trunk license. Pack of 50.	Each	\$3,750	35%	\$2,437.50
IP Telephony	Voice Switches	30140	LICENSE, UPGRADE FROM	Upgrade from SIP trunk license (SKU	Each	\$45	35%	\$29.25
IP Telephony	Voice Switches	60155	BUNDLE, VOICE SWITCH	Voice Switch 144 FXS Port Analog Bundle	Each	\$24,000	35%	\$15,600.00
Unified Communications								
Unified	Advanced	18008	EMERGENCY	Emergency Notification, 5 or fewer	Each	\$2,200	35%	\$1,430.00
Unified	Advanced	18009	EMERGENCY	Emergency Notification, 6 or more	Each	\$5,500	35%	\$3,575.00
Unified	Advanced	18011	APPLICATION, EASYPOP	EasyPop (Universal CRM Connector) -	Each	\$200	35%	\$130.00
Unified	Advanced	18012	LICENSE, APPLICATION	Application Dialer - Desktop client	Each	\$72	35%	\$46.80
Unified	Advanced	18027	COST RECOVERY	Cost Recovery Integration Application -	Each	\$4,000	35%	\$2,600.00

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Unified	Advanced	18028	COST RECOVERY	Cost Recovery Integration Application - Call	Each	\$40	35%	\$26.00
Unified	Advanced	18036	SYSTEM DIRECTORY	Enhanced CDR based historical report that	Each	\$2,420	35%	\$1,573.00
Unified	Advanced	18041	LICENSE, ACT!	ACT! Integration Application - Desktop	Each	\$200	35%	\$130.00
Unified	Advanced	18047	HOSPITALITY CONNECTOR	Hospitality Connector - Software service	Each	\$4,500	35%	\$2,925.00
Unified	Advanced	18049	LICENSE, WEB DIALER -	Base Bundle of 25 Web Dialer application	Each	\$500	35%	\$325.00
Unified	Advanced	18050	LICENSE, WEB DIALER -	Base Bundle of 50 Web Dialer application	Each	\$800	35%	\$520.00
Unified	Advanced	18051	LICENSE, WEB DIALER -	Add On Bundle of 5 Web Dialer licenses.	Each	\$70	35%	\$45.50
Unified	Advanced	18052	LICENSE, WEB DIALER -	Base Bundle of 5000 Web Dialer application	Each	\$30,000	35%	\$19,500.00
Unified	Advanced	18053	LICENSE, APPLICATION	Base Bundle of 25 Application Dialer	Each	\$500	35%	\$325.00
Unified	Advanced	18054	LICENSE, APPLICATION	Base Bundle of 50 Application Dialer	Each	\$800	35%	\$520.00
Unified	Advanced	18055	LICENSE, APPLICATION	Add On Bundle of 5 Application Dialer	Each	\$70	35%	\$45.50
Unified	Advanced	18056	LICENSE, APPLICATION	Base Bundle of 5000 Application Dialer	Each	\$30,000	35%	\$19,500.00
Unified	Advanced	18057	LICENSE, WEB DIALER +	Base Bundle of 25 Web Dialer plus 25	Each	\$600	35%	\$390.00
Unified	Advanced	18058	LICENSE, WEB DIALER +	Base Bundle of 50 Web Dialer plus 50	Each	\$1,000	35%	\$650.00
Unified	Advanced	18059	LICENSE, WEB DIALER +	Add On Bundle of 5 Web Dialer plus 5	Each	\$90	35%	\$58.50
Unified	Advanced	18060	LICENSE, WEB DIALER +	Base Bundle of 5000 Web Dialer plus 5000	Each	\$37,500	35%	\$24,375.00
Unified	Advanced	18062	K-12 APPLICATIONS -	Bundle of Advanced Applications for Staff	Each	\$5,000	35%	\$3,250.00
Unified	Advanced	18063	K-12 APPLICATIONS -	Bundle of Advanced Applications for Staff	Each	\$10,000	35%	\$6,500.00
Unified	Advanced	18065	BUNDLE, ENHANCED	Enhanced Reporting Bundle	Each	\$5,000	35%	\$3,250.00
Unified	Advanced	18066	BUNDLE, ENHANCED	Enhanced Workgroup Reporting - Standard	Each	\$7,000	35%	\$4,550.00
Unified	Advanced	18067	BUNDLE, ENHANCED	Enhanced Workgroup Reporting - Premium	Each	\$10,000	35%	\$6,500.00
Unified	Advanced	41002	LICENSE, SALESFORCE	SALESFORCE Call Center Adapter	Each	\$200	35%	\$130.00
Unified	Advanced	41004	LICENSE, SHORETEL	Netsuite CRM Integration Software	Each	\$200	35%	\$130.00
Unified	Advanced	41005	LICENSE, MICROSOFT	Microsoft Dynamics CRM Integration	Each	\$200	35%	\$130.00
Unified	Advanced	93111	LICENSE, WEB DIALER	Web Dialer	Each	\$72	35%	\$46.80
Unified	Client Software	30052	LICENSE, PROFESSIONAL	Professional Access License	Each	\$80	35%	\$52.00
Unified	Client Software	40005	LICENSE, PERSONAL	Personal Access License	Each	\$0	35%	\$0.00
Unified	Client Software	40006	LICENSE, OPERATOR	Operator Access License	Each	\$595	35%	\$386.75
Unified	Client Software	40009	LICENSE, HIGH	High Resolution Video License, 1024x768	Each	\$695	35%	\$451.75
Unified	Collaboration	30091	LICENSE, AUDIO	10 Concurrent Audio Conferencing Ports.	Each	\$1,750	35%	\$1,137.50
Unified	Collaboration	30093	LICENSE, WEB	10 Concurrent Web Conferencing Ports.	Each	\$1,750	35%	\$1,137.50
Unified	Collaboration	30113	LICENSE, UPGRADE	Web Conferencing License Upgrade,	Each	\$0	35%	\$0.00
Unified	Collaboration	30114	LICENSE, UPGRADE	Audio Conferencing License Upgrade,	Each	\$0	35%	\$0.00
Unified	Server	60125	SERVICE APPLIANCE 100	SA-100 appliance required to host	Each	\$2,495	35%	\$1,621.75
Unified	Server	60145	SERVICE APPLIANCE 400	SA-400 appliance required to host	Each	\$12,995	35%	\$8,446.75
Contact Center								
Contact Center	Advanced	18003	APPLICATION,	Workgroup Monitor Application - Realtime	Each	\$3,713	35%	\$2,413.45
Contact Center	Advanced	18004	REPORT, WORKGROUP	Workgroup Exceptional/Abandoned Call	Each	\$1,485	35%	\$965.25

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Contact Center	Advanced	18005	REPORT, TARGET SERVICE	Workgroup Target Service Level Agreement	Each	\$1,485	35%	\$965.25
Contact Center	Advanced	18006	REPORT, WORKGROUP	Workgroup Agent Daily Login/Logout	Each	\$1,485	35%	\$965.25
Contact Center	Advanced	18016	APPLICATION, OUTBOUND	Outbound Campaign IVR Application - Base	Each	\$5,495	35%	\$3,571.75
Contact Center	Advanced	18017	APPLICATION, OUTBOUND	Outbound Campaign IVR Application - Add-	Each	\$1,095	35%	\$711.75
Contact Center	Advanced	18018	APPLICATION, CC AGENT	Contact Center Agent Dashboard - Base	Each	\$1,250	35%	\$812.50
Contact Center	Advanced	18019	APPLICATION, CC AGENT	Contact Center Agent Dashboard - Add-on	Each	\$150	35%	\$97.50
Contact Center	Advanced	18020	APPLICATION, CC	Contact Center Interaction Viewer - Base	Each	\$2,750	35%	\$1,787.50
Contact Center	Advanced	18021	APPLICATION, CC	Contact Center Interaction Viewer - Add-on	Each	\$400	35%	\$260.00
Contact Center	Advanced	18022	APPLICATION, CCIR	CCIR Transform Service (No CC Interaction	Each	\$1,950	35%	\$1,267.50
Contact Center	Advanced	18023	APPLICATION, CONTACT	Contact Center Real-time Monitoring Bundle	Each	\$3,000	35%	\$1,950.00
Contact Center	Advanced	18044	WORKGROUP AGENT RING	Workgroup Agent Ring Time Report -	Each	\$1,485	35%	\$965.25
Contact Center	Advanced	18046	CONTACT CENTER AGENT	Contact Center Agent Alert - Notifies an	Each	\$25	35%	\$16.25
Contact Center	Advanced	18080	LICENSE, SHORETEL	ShoreTel Contact Center Wrap Application	Each	\$1,500	35%	\$975.00
Contact Center	Application	30133	ENTERPRISE CONTACT	ECC Base 10 Package for release 9 -	Each	\$8,504	35%	\$5,527.60
Contact Center	Application	30129	LICENSE, ECC 6 AND	ECC 6 and earlier upgrade license.	Each	\$0	35%	\$0.00
Contact Center	Application	30128	LICENSE, CONNECT	Contact Center Redundant Server license	Each	\$6,500	35%	\$4,225.00
Contact Center	Application	30126	LICENSE, CONNECT	Contact Center IVR license for one	Each	\$200	35%	\$130.00
Contact Center	Application	30109	LICENSE, CONNECT	Contact Center Group Activity Event Feed	Each	\$350	35%	\$227.50
Contact Center	Application	30108	LICENSE, CONNECT	Contact Center Agent Activity Event Feed	Each	\$350	35%	\$227.50
Contact Center	Application	30090	LICENSE, WORKGROUP TO	Workgroup to Contact Center Base System	Each	\$600	35%	\$390.00
Contact Center	Application	30056	LICENSE, TAPI	Contact Center TAPI App Server License -	Each	\$495	35%	\$321.75
Contact Center	Client Software	30122	LICENSE BUNDLE,	Contact Center Inbound Voice license	Each	\$825	35%	\$536.25
Contact Center	Client Software	30127	LICENSE, CONNECT	Contact Center Supervisor license. Can be	Each	\$825	35%	\$536.25
Contact Center	Client Software	30125	LICENSE, CONNECT	Contact Center Web license. Can be used	Each	\$400	35%	\$260.00
Contact Center	Client Software	30124	LICENSE, CONNECT	Contact Center Email license. Can be used	Each	\$400	35%	\$260.00
Contact Center	Client Software	30123	LICENSE, CONNECT	Contact Center Outbound Campaign	Each	\$400	35%	\$260.00
Contact Center	Client Software	30089	LICENSE, WORKGROUP	Workgroup Supervisor to CC Supervisor	Each	\$600	35%	\$390.00
Contact Center	Client Software	30088	LICENSE, WORKGROUP	Workgroup Agent to Contact Center Agent	Each	\$600	35%	\$390.00
Contact Center	Client Software	40007	LICENSE, WORKGROUP	Workgroup Agent Access License	Each	\$295	35%	\$191.75
Contact Center	Client Software	40008	LICENSE, WORKGROUP	Workgroup Supervisor Access License	Each	\$595	35%	\$386.75
Mobility								
Mobility	Application	30141	LICENSE, VIRTUAL	License, Virtual ShoreTel Mobility Router,	Each	\$1,995	35%	\$1,296.75
Mobility	Client Software	30105	LICENSE BUNDLE,	Mobility Client Access License for one end	Each	\$150	35%	\$97.50
Mobility	Client Software	30106	LICENSE, MOBILITY CLIENT	Upgrade to Mobility Client Access License	Each	\$55	35%	\$35.75
Mobility	Docks	10491	SHORETEL DOCK, D100/3	ShoreTel Dock (Apple 30-pin), model	Each	\$229	35%	\$148.85
Mobility	Docks	10492	SHORETEL DOCK, D100/L	ShoreTel Dock (Apple Lightning), model	Each	\$349	35%	\$226.85
Mobility	Docks	60164	IPAD AIR BRACKET FOR	Bracket allows use of the iPad Air with the	Each	\$20	35%	\$13.00
Mobility	Server	80120	MOBILITY ROUTER 2000	Mobility Router 2000 Appliance; supports up	Each	\$4,995	35%	\$3,246.75

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Mobility	Server	80121	MOBILITY ROUTER 4000	Mobility Router 4000 Appliance; supports up	Each	\$6,995	35%	\$4,546.75
Mobility	Server	80122	MOBILITY ROUTER 6000	Mobility Router 6000 Appliance; supports up	Each	\$14,995	35%	\$9,746.75
Global Services								
Global Services	Enterprise	91076	ENTERPRISE ADVANCED	Enterprise Advanced Queue Access 1 year -	Each	\$18,000	15%	\$15,300.00
Global Services	Enterprise	91092	TAC HOURLY LABOR RATE	TAC Remote Break-Fix Support for	Each	\$280	15%	\$238.00
Global Services	Enterprise	91093	TAC HOURLY LABOR RATE	TAC Remote Break-Fix Support for	Each	\$410	15%	\$348.50
Global Services	Enterprise	91094	TAC HOURLY LABOR RATE	TAC Remote Break-Fix Support for	Each	\$560	15%	\$476.00
Global Services	Enterprise	91095	TAC ONSITE DAILY LABOR	TAC On-Site Break-Fix Support for	Each	\$2,240	15%	\$1,904.00
Global Services	Enterprise	91096	TAC ONSITE DAILY LABOR	TAC On-Site Break-Fix Support for	Each	\$3,280	15%	\$2,788.00
Global Services	Enterprise	91097	TAC ONSITE DAILY LABOR	TAC On-Site Break-Fix Support for	Each	\$4,480	15%	\$3,808.00
Global Services	Enterprise	93198	SERVICE, CUSTOM TAC	Custom TAC support engagement based	Each	1.00	15%	\$0.85
Global Services	Enterprise	91101	SERVICE, STANDARD	Standard License Lockout Recovery	Each	\$400	15%	\$340.00
Global Services	Enterprise	91102	SERVICE, EXPEDITED	Expedited License Lockout Recovery	Each	\$600	15%	\$510.00
Global Services	Enterprise	92454	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92455	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92456	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92457	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92458	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92459	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Pro, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92469	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Enterprise	92470	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Enterprise	92471	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Enterprise	92472	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Enterprise	92473	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Enterprise	92474	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Enterprise	92475	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Enterprise	92476	ENTERPRISE SUPPORT,	Enterprise Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Enterprise	92477	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92478	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92479	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92480	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92481	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	92482	ENTERPRISE SUPPORT,	Enterprise Support - Advantage Core, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95111	ENTERPRISE SUPPORT, 1	Enterprise Support (1 Year, No Phones)	Each	\$1	15%	\$0.85
Global Services	Enterprise	95112	ENTERPRISE SUPPORT, 1	Enterprise Support (1 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Enterprise	95131	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, No Phones)	Each	\$1	15%	\$0.85
Global Services	Enterprise	95132	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Enterprise	95151	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, No Phones)	Each	\$1	15%	\$0.85

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Global Services	Enterprise	95152	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Enterprise	95211	ENTERPRISE SUPPORT, 1	Enterprise Support (1 Year, No Phones,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95212	ENTERPRISE SUPPORT, 1	Enterprise Support (1 Year, Full Coverage,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95231	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, No Phones,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95232	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, Full Coverage,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95251	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, No Phones,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95252	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, Full Coverage,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95331	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, No Phones, 4hr	Each	\$1	15%	\$0.85
Global Services	Enterprise	95332	ENTERPRISE SUPPORT, 3	Enterprise Support (3 Year, Full Coverage,	Each	\$1	15%	\$0.85
Global Services	Enterprise	95351	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, No Phones, 4hr	Each	\$1	15%	\$0.85
Global Services	Enterprise	95352	ENTERPRISE SUPPORT, 5	Enterprise Support (5 Year, Full Coverage,	Each	\$1	15%	\$0.85
Global Services	Implementation	10143	REIMBURSMT, TRAVEL &	On-site Travel Expense (T&E estim. for the	Each	\$1,000	0%	\$1,000.00
Global Services	Implementation	91057	VOIP READINESS	1 additional test agent for VoIP Readiness	Each	\$150	15%	\$127.50
Global Services	Implementation	91058	VOIP READINESS	1 additional test agent for VoIP Readiness	Each	\$100	15%	\$85.00
Global Services	Implementation	91072	VOIP READINESS	VoIP readiness assessment, remote.	Each	\$1,500	15%	\$1,275.00
Global Services	Implementation	91077	ENTERPRISE ADVANCED	Enterprise Advanced Queue Access 1 year -	Each	\$6,000	15%	\$5,100.00
Global Services	Implementation	91086	SERVICE, HIGH TOUCH	High Touch Implementation Service -	Each	\$1	15%	\$0.85
Global Services	Implementation	91087	SERVICE, SHARED	Shared Implementation Service -	Each	\$1	15%	\$0.85
Global Services	Implementation	91090	IMPLEMENTATION,	Miscellaneous minor parts charge when	Each	\$250	15%	\$212.50
Global Services	Implementation	91098	SERVICE, CONTACT	Contact Center Implementation includes	Each	\$1	15%	\$0.85
Global Services	Implementation	91136	SERVICE, CONTACT	Contact Center Reports Consulting -	Each	\$1,200	15%	\$1,020.00
Global Services	Implementation	91137	SERVICE, CONTACT	Contact Center Reports Consulting - Onsite	Each	\$2,400	15%	\$2,040.00
Global Services	Implementation	91138	SERVICE, CONTACT	Contact Center Reports Consulting + 4	Each	\$2,400	15%	\$2,040.00
Global Services	Implementation	91139	SERVICE, CONTACT	Contact Center Reports Consulting + 4	Each	\$3,600	15%	\$3,060.00
Global Services	Implementation	91140	SERVICE, CONTACT	Contact Center Reports Consulting + 6	Each	\$2,900	15%	\$2,465.00
Global Services	Implementation	91141	SERVICE, CONTACT	Contact Center Reports Consulting + 6	Each	\$4,100	15%	\$3,485.00
Global Services	Implementation	91142	SERVICE, CONTACT	Contact Center Reports Consulting + 8	Each	\$3,300	15%	\$2,805.00
Global Services	Implementation	91143	SERVICE, CONTACT	Contact Center Reports Consulting + 8	Each	\$4,500	15%	\$3,825.00
Global Services	Implementation	91280	SERVICE, MOBILITY PILOT	Mobility Pilot Implementation - excludes	Each	\$9,000	15%	\$7,650.00
Global Services	Implementation	91293	SERVICE, UC	Healthcheck service for Unified	Each	\$15,000	15%	\$12,750.00
Global Services	Implementation	91294	SERVICE, CONTACT	Healthcheck service for Contact Center	Each	\$15,000	15%	\$12,750.00
Global Services	Implementation	91295	SERVICE, CONTACT	Healthcheck service for Contact Center	Each	\$12,500	15%	\$10,625.00
Global Services	Implementation	91296	SERVICE, UC	Healthcheck service for Unified	Each	\$12,500	15%	\$10,625.00
Global Services	Implementation	91299	SERVICE, UC SYSTEM	Upgrade service for Unified	Each	\$1	15%	\$0.85
Global Services	Implementation	91300	SERVICE, UC SYSTEM	Upgrade service for Unified	Each	\$1	15%	\$0.85
Global Services	Implementation	91310	SERVICE, CUSTOM WORK	Custom work engagement based on a	Each	\$1	15%	\$0.85
Global Services	Implementation	91311	REIMBURSEMENT, SPECIAL	Custom quote for reimbursement of travel	Each	\$1	15%	\$0.85
Global Services	Implementation	91312	SERVICE, EXPEDITE FEE	Services - Expedite fee	Each	\$1,800	0%	\$1,800.00

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Global Services	Implementation	91314	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$8,700	15%	\$7,395.00
Global Services	Implementation	91315	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$3,780	15%	\$3,213.00
Global Services	Implementation	91316	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$9,980	15%	\$8,483.00
Global Services	Implementation	91317	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$3,960	15%	\$3,366.00
Global Services	Implementation	91318	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$5,310	15%	\$4,513.50
Global Services	Implementation	91319	IMPLEMENTATION HANDS-	Implementation Hands-on Mentoring for	Each	\$2,340	15%	\$1,989.00
Global Services	Implementation	91350	SERVICE, REMOTE	Implementation service for Mobility; remote	Each	\$4,500	15%	\$3,825.00
Global Services	Implementation	91365	SERVICE, EXPEDITED	Remote Assist Service, Contact Center	Each	\$400	15%	\$340.00
Global Services	Implementation	91366	CONSULTING, REMOTE	Remote Assist Service, Contact Center	Each	\$600	15%	\$510.00
Global Services	Implementation	91367	CONSULTING, REMOTE	Remote Assist Service, Contact Center	Each	\$800	15%	\$680.00
Global Services	Implementation	91368	SERVICES, HIGH TOUCH	High Touch Plus Implementation Service -	Each	\$1	15%	\$0.85
Global Services	Implementation	92483	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$450	15%	\$382.50
Global Services	Implementation	92484	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$675	15%	\$573.75
Global Services	Implementation	92485	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$900	15%	\$765.00
Global Services	Implementation	92486	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$1,125	15%	\$956.25
Global Services	Implementation	92487	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$1,575	15%	\$1,338.75
Global Services	Implementation	92488	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$2,250	15%	\$1,912.50
Global Services	Implementation	92489	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$3,150	15%	\$2,677.50
Global Services	Implementation	92490	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$4,275	15%	\$3,633.75
Global Services	Implementation	92491	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$5,625	15%	\$4,781.25
Global Services	Implementation	92492	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$7,200	15%	\$6,120.00
Global Services	Implementation	92493	NETWORK DELIVERY,	Network design/configure/install, remote.	Each	\$9,000	15%	\$7,650.00
Global Services	Implementation	92494	NETWORK DESIGN	Network Design Validation, Remote. Up to	Each	\$1,000	15%	\$850.00
Global Services	Implementation	92495	NETWORK DIAGNOSTIC	Network Diagnosis, Remote. Up to 500	Each	\$1,500	15%	\$1,275.00
Global Services	Implementation	92496	NETWORK DIAGNOSTIC	Diagnosis, On-site. Up to 500 phones/5	Each	\$2,800	15%	\$2,380.00
Global Services	Implementation	92497	NETWORK SERVICE,	Non-standard Network Services work.	Each	\$1	15%	\$0.85
Global Services	Implementation	93148	REIMBURSMT, TRAVEL &	On-site Travel Expense (T&E estim. for	Each	\$250	15%	\$212.50
Global Services	Implementation	93157	CONSULTING, REMOTE	Remote Assist Service, Business Hours	Each	\$225	15%	\$191.25
Global Services	Implementation	93158	CONSULTING, REMOTE	Remote Assist Service, Evening Hours and	Each	\$337	15%	\$286.45
Global Services	Implementation	93159	CONSULTING, REMOTE	Remote Assist Service, Sunday and	Each	\$450	15%	\$382.50
Global Services	Implementation	93160	PROJECT TECHNICAL	Project Technical Account Manager - Time	Each	\$1,800	15%	\$1,530.00
Global Services	Implementation	93197	CUSTOM SA-100/400	Replace phrase "ShoreTel" with a customer	Each	\$1,350	15%	\$1,147.50
Global Services	Implementation	97141	WLAN VOIP READINESS	WLAN VoIP readiness assessment, on-site.	Each	\$3,500	15%	\$2,975.00
Global Services	Implementation	97142	WLAN VOIP READINESS	Up to 15k sq ft additional coverage for	Each	\$1,000	15%	\$850.00
Global Services	Implementation	97143	WLAN VOIP READINESS	Shared Wireless LAN (802.11 Wi-Fi)	Each	\$2,000	15%	\$1,700.00
Global Services	Implementation	97144	IMPLEMENTATION SERVICE	Implementation service for Mobility; onsite	Each	\$1	15%	\$0.85
Global Services	Implementation	97172	SBE 100 IMPLEMENTATION	Remote SBE 100 system implementation.	Each	\$2,250	15%	\$1,912.50
Global Services	Implementation	97173	SBE 100 IMPLEMENTATION	Remote SBE 100 system implementation.	Each	\$3,600	15%	\$3,060.00

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Global Services	Implementation	97174	SBE 100 IMPLEMENTATION	Remote SBE 100 system implementation.	Each	\$4,200	15%	\$3,570.00
Global Services	Implementation	97175	SBE 100 IMPLEMENTATION	Remote SBE 100 system implementation.	Each	\$4,800	15%	\$4,080.00
Global Services	Out of Warranty	10000	FEE, RE-CERTIFICATION	Voice Switch Re-certification Fee	Each	\$750	15%	\$637.50
Global Services	Out of Warranty	91073	OUT OF WARRANTY HW	Voice Switch Repair for out-of-warranty	Each	\$750	15%	\$637.50
Global Services	Partner Support	91302	PARTNER SUPPORT,	Partner Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91303	PARTNER SUPPORT,	Partner Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91304	PARTNER SUPPORT,	Partner Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	91305	PARTNER SUPPORT,	Partner Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	91306	PARTNER SUPPORT,	Partner Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91307	PARTNER SUPPORT,	Partner Support with annual billing for a 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91308	PARTNER SUPPORT,	Partner Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	91309	PARTNER SUPPORT,	Partner Support with annual billing for a 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	91454	PARTNER SUPPORT,	Partner Support - Advantage Core, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91455	PARTNER SUPPORT,	Partner Support - Advantage Core, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91456	PARTNER SUPPORT,	Partner Support - Advantage Core, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91457	PARTNER SUPPORT,	Partner Support - Advantage Core, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Partner Support	91458	PARTNER SUPPORT,	Partner Support - Advantage Core, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Partner Support	91459	PARTNER SUPPORT,	Partner Support - Advantage Core, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Partner Support	91460	PARTNER SUPPORT,	Partner Support - Advantage Pro, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91461	PARTNER SUPPORT,	Partner Support - Advantage Pro, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91462	PARTNER SUPPORT,	Partner Support - Advantage Pro, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91463	PARTNER SUPPORT,	Partner Support - Advantage Pro, 1-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Partner Support	91464	PARTNER SUPPORT,	Partner Support - Advantage Pro, 3-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Partner Support	91465	PARTNER SUPPORT,	Partner Support - Advantage Pro, 5-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Partner Support	91466	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91467	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91468	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91469	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 1-Yr, Full. 1	Each	\$1	15%	\$0.85
Global Services	Partner Support	91470	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 3-Yr, Full. 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91471	PARTNER SUPPORT, PLUS	Partner Support - Plus Core, 5-Yr, Full. 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	91472	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91473	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91474	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Partner Support	91475	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 1-Yr, Full. 1	Each	\$1	15%	\$0.85
Global Services	Partner Support	91476	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 3-Yr, Full. 3	Each	\$1	15%	\$0.85
Global Services	Partner Support	91477	PARTNER SUPPORT, PLUS	Partner Support - Plus Pro, 5-Yr, Full. 5	Each	\$1	15%	\$0.85
Global Services	Partner Support	93182	EXTENSION, TWO MONTHS	Two Months Service Contract Extension	Each	\$0	15%	\$0.00
Global Services	Partner Support	94111	PARTNER SUPPORT, 1 YR	Partner Support (1 Year, No Phones)	Each	\$1	15%	\$0.85

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Global Services	Partner Support	94112	PARTNER SUPPORT, 1 YR	Partner Support (1 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Partner Support	94131	PARTNER SUPPORT, 3 YR	Partner Support (3 Year, No Phones)	Each	\$1	15%	\$0.85
Global Services	Partner Support	94132	PARTNER SUPPORT, 3 YR	Partner Support (3 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Partner Support	94151	PARTNER SUPPORT, 5 YR	Partner Support (5 Year, No Phones)	Each	\$1	15%	\$0.85
Global Services	Partner Support	94152	PARTNER SUPPORT, 5 YR	Partner Support (5 Year, Full Coverage)	Each	\$1	15%	\$0.85
Global Services	Professional	93080	CUSTOM REPORTS	Professional Services Custom Software	Each	\$1	15%	\$0.85
Global Services	Professional	18068	ADVANCED APPLICATIONS	Advanced Applications Remote Support - 1	Each	\$400	15%	\$340.00
Global Services	Professional	18069	ADVANCED APPLICATIONS	Advanced Applications Remote Support - 2	Each	\$800	15%	\$680.00
Global Services	Professional	18070	ADVANCED APPLICATIONS	Advanced Applications Remote Support - 4	Each	\$1,600	15%	\$1,360.00
Global Services	Shared Support	91144	SHARED SUPPORT,	Shared Support for Applications, 1-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Shared Support	91145	SHARED SUPPORT,	Shared Support for Applications, 3-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Shared Support	91146	SHARED SUPPORT,	Shared Support for Applications, 5-Yr, Full.	Each	\$1	15%	\$0.85
Global Services	Shared Support	91147	SHARED SUPPORT,	Shared Support for Mobility, 1-Yr, Full. 1	Each	\$1	15%	\$0.85
Global Services	Shared Support	91148	SHARED SUPPORT,	Shared Support for Mobility, 3-Yr, Full. 3	Each	\$1	15%	\$0.85
Global Services	Shared Support	91149	SHARED SUPPORT,	Shared Support for Mobility, 5-Yr, Full. 5	Each	\$1	15%	\$0.85
Global Services	Shared Support	93189	SHARED SUPPORT,	Shared Support for Contact Center - 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	93190	SHARED SUPPORT,	Shared Support for Contact Center - 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	93191	SHARED SUPPORT,	Shared Support for Contact Center - 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	97147	SHARED SUPPORT,	Shared Support for Contact Center, 1-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	97148	SHARED SUPPORT,	Shared Support for Contact Center, 3-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	97149	SHARED SUPPORT,	Shared Support for Contact Center, 5-Yr,	Each	\$1	15%	\$0.85
Global Services	Shared Support	97150	SHARED SUPPORT,	Shared Support for Mobility, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Shared Support	97151	SHARED SUPPORT,	Shared Support for Mobility, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Shared Support	97152	SHARED SUPPORT,	Shared Support for Mobility, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Shared Support	97153	SHARED SUPPORT,	Shared Support for Applications, 1-Yr, No	Each	\$1	15%	\$0.85
Global Services	Shared Support	97154	SHARED SUPPORT,	Shared Support for Applications, 3-Yr, No	Each	\$1	15%	\$0.85
Global Services	Shared Support	97155	SHARED SUPPORT,	Shared Support for Applications, 5-Yr, No	Each	\$1	15%	\$0.85
Global Services	Training	92023	END USER ONSITE	Onsite Training - End Users & System	Each	\$3,500	15%	\$2,975.00
Global Services	Training	93051	3201 SHORETEL	3201 Communicator Training (per student)	Each	\$195	15%	\$165.75
Global Services	Training	93052	3201 SHORETEL	3201 Communicator Group Training (up to	Each	\$1,250	15%	\$1,062.50
Global Services	Training	93053	3205 SYSTEM	3205 System Administrator Training (per	Each	\$649	15%	\$551.65
Global Services	Training	93054	3205 SYSTEM	3205 System Administrator Group Training	Each	\$3,125	15%	\$2,656.25
Global Services	Training	93061	3200 DESIGNING AND	3200 Implementing the IP System Training	Each	\$3,125	15%	\$2,656.25
Global Services	Training	93066	CUSTOM	Custom Training / Customer Quote	Each	\$1	15%	\$0.85
Global Services	Training	93069	3405 CONTACT CENTER	3405 Contact Center System Administrator	Each	\$395	15%	\$335.75
Global Services	Training	93071	3404 CONTACT CENTER	3404 Contact Center Supervisor Training	Each	\$195	15%	\$165.75
Global Services	Training	93072	3401 CONTACT CENTER	3401 Contact Center Agent Training (Per	Each	\$99	15%	\$84.15
Global Services	Training	93074	ONSITE CONTACT CENTER	Onsite Contact Center User Training - Full	Each	\$3,500	15%	\$2,975.00

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Global Services	Training	93078	3400 IMPLEMENTING	3400 Implementing Contact Center Training	Each	\$3,125	15%	\$2,656.25
Global Services	Training	93079	3210 MAINTAINING &	3210 Maintaining and Supporting the IP	Each	\$3,125	15%	\$2,656.25
Global Services	Training	93193	3500 IMPLEMENTING THE	3500 Implementing the Mobility Solution	Each	\$2,250	15%	\$1,912.50
Global Services	Training	93194	3401SP CONTACT CENTER	3401sp Contact Center Agent Training, Self-	Each	\$49	15%	\$41.65
Global Services	Training	93195	3404SP CONTACT CENTER	3404sp Contact Center Supervisor Training,	Each	\$99	15%	\$84.15
Global Services	Training	93196	MOBILITY END USER	Onsite Mobility Training - End Users &	Each	\$3,500	15%	\$2,975.00
Global Services	Training	93255	3410 MAINTAINING &	3410 Maintaining and Supporting Contact	Each	\$2,250	15%	\$1,912.50
Global Services	Training	93256	3406 USING & DESIGNING	3406 Using and Designing ShoreTel	Each	\$750	15%	\$637.50
Global Services	Training	93257	3510 MAINTAINING &	3510 Maintaining and Supporting the	Each	\$1,500	15%	\$1,275.00
Global Services	Training	93258	3205SP SYSTEM	3205sp System Administrator Training, Self-	Each	\$449	15%	\$381.65
Global Services	Training	93259	3505 MOBILITY SYSTEM	3505 Mobility System Administrator Training	Each	\$595	15%	\$505.75
Global Services	Training	93260	3206 IMPLEMENTING THE	3206 Implementing the IP 930D Wireless	Each	\$125	15%	\$106.25
Global Services	Training	93261	3200U IMPLEMENTING THE	3200u Implementing the UC Solution	Each	\$250	15%	\$212.50
Global Services	Training	93262	3200S IMPLEMENTING THE	3200s Implementing the UC Solution	Each	\$1,000	15%	\$850.00
Global Services	Training	93263	3210S IMPLEMENTING THE	3210s Implementing the UC Solution	Each	\$1,000	15%	\$850.00
Global Services	Training	93264	3400S IMPLEMENTING	3400s Implementing Contact Center	Each	\$1,000	15%	\$850.00
Global Services	Training	93265	3410S MAINTAINING &	3410s Maintaining and Supporting Contact	Each	\$750	15%	\$637.50
Global Services	Training	93266	3420S USING & DESIGNING	3420s Using and Designing Contact Center	Each	\$250	15%	\$212.50
Global Services	Training	93267	3500S IMPLEMENTING THE	3500s Implementing the Mobility Solution,	Each	\$750	15%	\$637.50
Global Services	Training	93268	3510S MAINTAIN &	3510s Maintaining and Supporting the	Each	\$500	15%	\$425.00
Global Services	Training	97176	3220 ADVANCED SUPPORT	3220 Advanced Support for the ShoreTel	Each	\$3,125	15%	\$2,656.25
Global Services	Training	97177	3400U ECC IMPLEMENT &	3400u ECC Implementation and Support	Each	\$125	15%	\$106.25
Global Services	Training	97178	3500U MOBILITY	3500u Mobility Implementation and Support	Each	\$125	15%	\$106.25
Global Services	Training	91347	3405SP ECC SYSTEM	3405SP ECC System Administrator	Each	\$249	15%	\$211.65
Global Services	Training	91348	3411SP CALL CONTROL	3411SP Call Control Scripting, Self-Paced	Each	\$99	15%	\$84.15
Global Services	VoIP Network	91063	NETWORK DESIGN SVC,	Network Design Service (per hour)	Each	\$250	15%	\$212.50
Other								
Other	Fees	91313	FEE, LICENSING CHANGES	Fee, merge of two ShoreTel systems, with	Each	\$2,500	15%	\$2,125.00
Other	Fees	91342	FEE, LICENSING CHANGES	Fee, changes to the system license to allow	Each	\$500	15%	\$425.00
Other	Finance/Internal	93154	FEE, SAME DAY	Same Day Processing Fee	Each	\$75	0%	\$75.00
Other	Finance/Internal	93192	FEE, ADDITIONAL FREIGHT	Additional Freight Fee - UPS re-route per	Each	\$15	0%	\$15.00
Other	User	10304	PACK, MANUAL VM GUIDE -	Voice Mail Quick Reference, Doc. Pack, Qty	Each	\$10	0%	\$10.00
Other	User	10305	PACK, QUICK REF IP110 -	IP110 IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10306	PACK, TUI GUIDE IP110 -	IP110 IP Phone User Guide, Doc. Pack, Qty	Each	\$125	0%	\$125.00
Other	User	10307	PACK, QUICK REF IP212K -	IP212k IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10308	PACK, TUI GUIDE 212K -	IP212k IP Phone User Guide, Doc. Pack,	Each	\$125	0%	\$125.00
Other	User	10311	PACK, QUICK REF	IP560/560G IP Phone Quick Reference,	Each	\$10	0%	\$10.00
Other	User	10312	PACK, TUI GUIDE	IP530/560/560G IP Phone User Guide, Doc.	Each	\$125	0%	\$125.00

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
Other	User	10313	PACK, QUICK REF IP115 -	IP115 IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10314	PACK, TUI GUIDE IP115 -	IP115 IP Phone User Guide, Doc. Pack, Qty	Each	\$125	0%	\$125.00
Other	User	10315	PACK, QUICK REF IP265 -	IP265 IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10316	PACK, TUI GUIDE IP265 -	IP265 IP Phone User Guide, Doc. Pack, Qty	Each	\$125	0%	\$125.00
Other	User	10327	PACK, QUICK REF IP565G -	IP565G IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10328	PACK, TUI GUIDE IP565G -	IP565G IP Phone User Guide, Doc. Pack, Qty	Each	\$125	0%	\$125.00
Other	User	10331	PACK, QUICK REF	IP230/230G IP Phone Quick Reference,	Each	\$10	0%	\$10.00
Other	User	10332	PACK, TUI GUIDE	IP230/230G IP Phone User Guide, Doc.	Each	\$125	0%	\$125.00
Other	User	10382	PACK, QUICK REF IP655 -	IP655 IP Phone Quick Reference, Doc.	Each	\$10	0%	\$10.00
Other	User	10383	PACK, TUI GUIDE IP655 -	IP655 IP Phone User Guide, Doc. Pack, Qty	Each	\$125	0%	\$125.00
Other	User	10502	PACK, QUICK REF IP420 -	ShoreTel 420 IP Phone Quick Reference,	Each	\$10	0%	\$10.00
Other	User	10503	PACK, QUICK REF	ShoreTel 480/480g IP Phone Quick	Each	\$10	0%	\$10.00
Other	User	10504	PACK, QUICK REF IP485G -	ShoreTel 485g IP Phone Quick Reference,	Each	\$10	0%	\$10.00
Other	User	10505	PACK, TUI GUIDE IP420 -	ShoreTel 420 IP Phone User Guide, Doc.	Each	\$125	0%	\$125.00
Other	User	10506	PACK, TUI GUIDE	ShoreTel 480/480g IP Phone User Guide,	Each	\$125	0%	\$125.00
Other	User	10507	PACK, TUI GUIDE IP485G -	ShoreTel 485g IP Phone User Guide, Doc.	Each	\$125	0%	\$125.00
Connect ONSITE Products								
Unified	Client Software	30145	LICENSE, COURTESY	Connect ONSITE Courtesy license.	Each	\$99	35%	\$64.35
Unified	Client Software	30146	LICENSE, TELEPHONY	Connect ONSITE Telephony license.	Each	\$159	35%	\$103.35
Unified	Client Software	30147	LICENSE BUNDLE,	Connect ONSITE Essentials license bundle.	Each	\$199	35%	\$129.35
Unified	Client Software	30148	LICENSE BUNDLE,	Connect ONSITE Standard license bundle.	Each	\$299	35%	\$194.35
Unified	Client Software	30149	LICENSE BUNDLE,	Connect ONSITE Advanced license bundle.	Each	\$499	35%	\$324.35
Unified	Client Software	30150	LICENSE BUNDLE,	Connect ONSITE Telephony to Essentials	Each	\$40	35%	\$26.00
Unified	Client Software	30151	LICENSE BUNDLE,	Connect ONSITE Telephony to Standard	Each	\$140	35%	\$91.00
Unified	Client Software	30152	LICENSE BUNDLE,	Connect ONSITE Telephony to Advanced	Each	\$340	35%	\$221.00
Unified	Client Software	30153	LICENSE BUNDLE,	Connect ONSITE Essentials to Standard	Each	\$100	35%	\$65.00
Unified	Client Software	30154	LICENSE BUNDLE,	Connect ONSITE Essentials to Advanced	Each	\$300	35%	\$195.00
Unified	Client Software	30155	LICENSE BUNDLE,	Connect ONSITE Standard to Advanced	Each	\$200	35%	\$130.00
Contact Center	Application	30156	CONNECT CONTACT	Connect Contact Center Base 10 package.	Each	\$8,504	35%	\$5,527.60
Contact Center	Application	30104	CONNECT CONTACT	Connect Contact Center Lab System. Limit	Each	\$4,000	35%	\$2,600.00
IP Telephony	Phones	10518	IP PHONE, BB424	IP Phone BB424 button box	Each	\$349	35%	\$226.85
IP Telephony	Other	10532	POWER ADAPTER, BB424	Power Adapter for BB424. 100-240	Each	\$20	0%	\$20.00
IP Telephony	Application	30143	LICENSE, REMOTE PHONE	Edge Gateway Remote Phone license.	Each	\$150	35%	\$97.50
IP Telephony	Application	30144	LICENSE, VIRTUAL EDGE	Virtual Edge Gateway Server license.	Each	\$0	35%	\$0.00
IP Telephony	Voice Switches	10523	VOICE SWITCH, ST50A.	Voice Switch ST50A, 1U half-width. Max	Each	\$2,000	35%	\$1,300.00
IP Telephony	Voice Switches	10524	VOICE SWITCH, ST100A.	Voice Switch ST100A, 1U half-width. Max	Each	\$3,200	35%	\$2,080.00
IP Telephony	Voice Switches	10525	VOICE SWITCH, ST100DA.	Voice Switch ST100DA, 1U half-width. Max	Each	\$6,100	35%	\$3,965.00
IP Telephony	Voice Switches	10526	VOICE SWITCH, ST1D.	Voice Switch ST1D, 1U half-width. Max	Each	\$3,000	35%	\$1,950.00

Market Family	Item Type	SKU	Item Name	Item Description	Unit of Measure	List Price	Contract Discount	Contract Price
IP Telephony	Voice Switches	10529	VOICE SWITCH, ST2D.	Voice Switch ST2D, 1U half-width. Max	Each	\$5,400	35%	\$3,510.00
IP Telephony	Voice Switches	10527	VOICE SWITCH, ST200.	Voice Switch ST200, 1U half-width. Max	Each	\$4,500	35%	\$2,925.00
IP Telephony	Voice Switches	10528	VOICE SWITCH, ST500.	Voice Switch ST500, 1U half-width. Max	Each	\$10,000	35%	\$6,500.00
IP Telephony	Voice Switches	10531	VOICE SWITCH, ST24A.	Voice Switch ST24A, 1U full-width. Max	Each	\$3,000	35%	\$1,950.00
IP Telephony	Voice Switches	10530	VOICE SWITCH, ST48A.	Voice Switch ST48A, 1U full-width. Max	Each	\$5,400	35%	\$3,510.00
IP Telephony	Other Equipmen	60165	PAGING ADAPTER PA-1	ShoreTel Paging Adapter PA-1. With	Each	\$45	0%	\$45.00
IP Telephony	Voice Switches	10521	KIT, ST VOICE SWITCH	ShoreTel ST Voice Switch Wall Mount	Each	\$55	0%	\$55.00

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GOV NASPO (WSCA) Arkansas	TeleComp	Gino Capito	gino@telecomp.com	(479) 271-2200
GOV NASPO (WSCA) Arkansas	Windstream Supply LLC	Cynthia Boyer	cynthia.w.boyer@windstream.com	(501) 748-6616
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GOV NASPO (WSCA) Florida	PCM Networking aka PC Mechanics Inc	Greg Sloan	greg.sloan@pcmnetworking.com	(941) 351-8279
GOV NASPO (WSCA) Florida	Synergetics DCS Inc	David Palmer	dpalmer@synergeticsdcs.com	(662) 461-0103
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GOV NASPO (WSCA) Florida	Verteks Consulting Inc	Don Gulling	dgulling@verteks.com	(352) 401-0909
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GOV NASPO (WSCA) Hawaii	Windstream Supply LLC	Cynthia Boyer	cynthia.w.boyer@windstream.com	(501) 748-6616

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GOV NASPO (WSCA) Iowa	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Kansas	JMA Information Technology (US)
GOV NASPO (WSCA) Kansas	Windstream Supply LLC
GOV NASPO (WSCA) Kansas	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Louisiana	Black Box Network Services
GOV NASPO (WSCA) Louisiana	Comm Tech
GOV NASPO (WSCA) Louisiana	DataComm Networks
GOV NASPO (WSCA) Louisiana	Electrical Sales Corporation
GOV NASPO (WSCA) Louisiana	General Informatics
GOV NASPO (WSCA) Louisiana	SoluVista
GOV NASPO (WSCA) Missouri	Business Communication Specialists
GOV NASPO (WSCA) Missouri	CDW Logistics Inc
GOV NASPO (WSCA) Missouri	CMS Communications Inc
GOV NASPO (WSCA) Missouri	EPS Networks
GOV NASPO (WSCA) Missouri	JMA Information Technology (US)
GOV NASPO (WSCA) Missouri	Karpel Solutions
GOV NASPO (WSCA) Missouri	Windstream Supply LLC
GOV NASPO (WSCA) Missouri	Yellow Dog Networks Inc aka Pangea Networks LLC
GOV NASPO (WSCA) Nevada	CDW Logistics Inc
GOV NASPO (WSCA) Nevada	Comworx Inc
GOV NASPO (WSCA) Nevada	Pacific States Communications of Nevada Inc
GOV NASPO (WSCA) Nevada	Windstream Supply LLC
GOV NASPO (WSCA) New Jersey	CDW Logistics Inc
GOV NASPO (WSCA) New Jersey	Comm Solutions Company
GOV NASPO (WSCA) New Jersey	Eastern Datacomm Inc
GOV NASPO (WSCA) New Jersey	The Breaker Group Inc
GOV NASPO (WSCA) New Jersey	Windstream Supply LLC
GOV NASPO (WSCA) Oklahoma	CDW Logistics Inc
GOV NASPO (WSCA) Oklahoma	Peak UpTime
GOV NASPO (WSCA) Oklahoma	Pioneer Telephone Cooperative Inc
GOV NASPO (WSCA) Oklahoma	TeleComp
GOV NASPO (WSCA) Oklahoma	United Systems Inc

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Cynthia Boyer	cynthia.w.boyer@windstream.com	(501) 748-6616
Brian Kopf	briakop@cdwg.com	(312) 705-5077
Gordon Martin	gordon.martin@peakuptime.com	(918) 591-2245
Kent Weems	wkweems@ptci.com	(405) 375-0288
Gino Capito	gino@telecomp.com	(479) 271-2200
Alvin Myers	amyers@unitedsystemsok.com	(405) 778-8305

GOV NASPO (WSCA) South Dakota	High Point Networks Inc	Justin Fetsch	justin@highpointnetworks.com	(701) 499-5224
GOV NASPO (WSCA) Utah	CDW Logistics Inc	Brian Kopf	briakop@cdwg.com	(312) 705-5077
GOV NASPO (WSCA) Utah	CenturyLink Inc	Chris Gillett	christopher.a.gillett@centurylink.com	(913) 768-5198
GOV NASPO (WSCA) Utah	Right! Systems Inc	Nathan Adams	nadams@rightsys.com	(206) 538-3438
GOV NASPO (WSCA) Utah	Rocky Mountain Voice and Data dba Valcom	Gene Godfrey	gene@rmvd.org	(801) 299-8484
GOV NASPO (WSCA) Utah	Windstream Supply LLC	Cynthia Boyer	cynthia.w.boyer@windstream.com	(501) 748-6616
GOV NASPO (WSCA) Utah	Xtelesis	Scott Storchak	sstorchak@xtelesis.com	(650) 239-1400
GOV NASPO (WSCA) Washington	Access Telcom Inc	LaVerne Biel	laverne@accessunified.net	(509) 747-2214
GOV NASPO (WSCA) Washington	All Phase Communications	Iain Beveridge	iaib@allphasecom.com	(206) 363-3100
GOV NASPO (WSCA) Washington	CDW Logistics Inc	Brian Kopf	briakop@cdwg.com	(312) 705-5077
GOV NASPO (WSCA) Washington	Matrix Networks aka Matrix Communications Corporation	David Ness	daven@mtrx.com	(503) 513-9120
GOV NASPO (WSCA) Washington	Right! Systems Inc	Nathan Adams	nadams@rightsys.com	(206) 538-3438
GOV NASPO (WSCA) Washington	Structured Communication Systems Inc	Gene Maynor	gmaynor@structured.com	(503) 513-4606
GOV NASPO (WSCA) Washington	Tri Tec Communications, Inc.	Scott Grieben	scottg@tri-tec.com	(253) 852-7777
GOV NASPO (WSCA) Washington	Windstream Supply LLC	Cynthia Boyer	cynthia.w.boyer@windstream.com	(501) 748-6616



City Council Agenda Bill

Meeting Date: 9/12/2016 **Agenda Item:** 7-a

Subject: South Commercial Avenue Murals and other Improvements, Arts Festival Contract

Staff Contact: Don Measamer

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Don Measamer, Planning Director

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
X	Staff Report

Summary Statement: The proposed contract with the Anacortes Arts Festival in the amount of \$30,000.00 includes the purchase, installation and maintenance of twelve pieces of public art to be placed on Commercial Avenue between 32nd street and 12th street. The proposed contract includes securing permission from private property owners as needed for placement on private property.

Background: The City Council allocated \$75,000, Bars Number 180.240.558.70.41, in the Planning Department 2016 Budget for South Commercial Beatification improvements. Over the past months city staff have been working with Council Member Lovelett to identify projects that would enhance the look of South Commercial Avenue. To date 10 planters, with flowers, have been purchased and placed in various locations along South Commercial, total cost of \$10,663.00. The next phase would be to purchase and install 12 pieces of public art, \$30,000.00. Council Member Lovelett and city staff have worked closely with The Arts Festival, Meredith McIlmoyle, to move forward with the Public Art purchase and installation. The Parks Department and Planning Department have also been working on completion of a pocket park in the exiting alley between Select Styling Salon and Penguin Coffee, alley between 22nd street and 21st street, on the east side of Commercial Avenue, please see attachment A. Completion of the pocket park is estimated at \$55,000.00. The remaining funds allocated for South Commercial in bars # 180.240.558.70.41 would be \$34,000.00. Completion of the pocket park will require additional funding in the amount of approximately \$21,000.00 to complete, perhaps more. This would most likely require a future budget amendment to complete the pocket park. The contract for the Arts Festival, South Commercial Art, was tabled at the September 12, 2016 meeting for the purpose of reviewing at City Council Committee, Parks and Recreation. It appears that meeting was scheduled for September 15, 2016.

Budget Impact

Amount Budgeted	See above
Budget Account (BARS)	180.240.558.70.41
Proposed Expenditure	\$30,000.00
Budget Amendment Required?	Not at this time
Revenue Source	

Proposed Contract	
Contractor	Anacortes Arts Festival
Amount	\$30,000.00
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: All

Recommended Motion: I move to approve the contract with the Anacortes Arts Festival in the amount of \$30,000.00

Alternative Actions: Deny the contract

Attachments (listed in order presented): Anacortes Arts Festival Contract, Attachment A, Pocket Park

Independent Contractor

Services Contract



THIS AGREEMENT is entered into and executed by and between the City of Anacortes, a Washington Municipal Corporation, (hereinafter "City"), and the Anacortes Arts Festival, an independent contractor in the business of promoting public art (hereinafter "Contractor"). The City wishes to promote arts within the City by providing funding to the Contractor to procure and maintain approved pieces of public art to be displayed along South Commercial Avenue between the intersections of 32nd Street and 12th Street in Anacortes. In consideration of the mutual promises, terms, conditions, and covenants herein, and the sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. Services by Contractor:

- a. Contractor agrees to provide certain products and services to the City, as laid out in attached Exhibit A, 'Scope of Work', which by this reference is incorporated herein.
- b. All services will be rendered to the best of Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- c. Contractor will furnish labor, travel, office supplies, materials, cell phone use, and other services necessary to complete the Scope of Work for City, and City will provide the necessary information, data, and assistance required to accomplish the scope of work.

2. Payment:

- a. The City shall pay Contractor a sum not to exceed twenty five thousand dollars (\$25,000.00), and five thousand dollars, (\$5,000.00) as needed for maintenance, to be paid in monthly installments per invoice schedule.
- b. Contractor shall submit invoices monthly to the City that indicate scope of work benchmarks completed within the invoice time period.
- c. City shall pay invoices within 30 days of receipt in accordance with the City's claim payment procedures. City's obligation to pay the invoiced amount is contingent on Contractor demonstrating satisfactory completion of benchmarks and provision of all required reports.

- d. The City will provide no additional compensation, benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.
3. Term: The initial term of this Agreement will commence on _____, 2016 and terminate on December 31, 2017. The parties may mutually agree in writing at least thirty (30) days prior to the end of the current term to renew this Agreement for an unlimited number of one-year renewal terms, which shall run January 1 through December 31 of any renewal year.
4. Independent Contractor:
- a. Contractor is engaged as an independent contractor, and will be responsible for any federal or state taxes applicable to the payments under this agreement. Contractor will not be an employee of the City and shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. City will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or any other similar expenses normally payable on behalf of employees of the City. Contractor will comply with all federal, state and local laws applicable to the work under this agreement.
 - b. Contractor will not be directly supervised by any personnel at the City but will be expected to work closely with City staff to accomplish the Scope of Work herein.
 - c. Contractor hereby represents that it is fully qualified to perform the work laid out in the Scope of Work in a competent and professional manner, to the standards required by the City. Contractor represents that it is customarily engaged in an independently established business of the same nature as that involved in this Agreement.
 - d. Prior to performing work under this Agreement, Contractor shall provide the City a copy of its Business and Occupation License.
5. Title: Both parties hereby acknowledge that the City owns any art procured pursuant to this Agreement and will retain clear title to the pieces, regardless of the placement of art at various locations within the City. The Contractor will take any necessary actions to document the City's ownership of the artwork procured pursuant to this Agreement, including but not limited to the preparation of contracts with artists, bills of sales, etc. Once title to any piece is transferred to the City, the City shall provide all necessary insurance to protect the work from loss or damage. The parties further acknowledge the art is not a fixture nor will it

be considered a fixture on any building, regardless of the method of its affixation to any building.

6. Records: All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
7. Ownership of Work Product: All work, data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit.
8. Discrimination and Compliance with laws:
 - a. Contractor agrees not to discriminate against any employee or volunteer or applicant for any position in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
 - b. Contractor shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - c. Violation of this Section shall be a material breach of this Agreement, and grounds for termination, cancellation, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
9. General and Professional Liability Insurance: The Consultant shall secure and maintain in full force and effect during performance of any on-site work pursuant to this Agreement a policy of comprehensive general liability insurance providing coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury; \$1,000,000 per occurrence and aggregate for property damage; and professional liability insurance in the amount of \$1,000,000. The City shall be named as an additional insured on the General Liability Policy and shall include a provision prohibiting cancellation of said policy, except upon thirty (30) days written notice to the City. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this Agreement. Certificates of coverage shall be obtained in accordance with this provision by Consultant's sub Consultants, first-tier and lower tier, who may contemplate working on City premise.
 - a. Minimum scope of insurance that shall be maintained by the Consultant is as follows:

- i. Commercial General Liability insurance shall be written on ISO occurrence from CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - ii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- b. The Consultant shall maintain insurance limits no lower than the minimum limits listed below:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- c. Other Insurance Provisions
 - i. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial Liability insurance:
 - 1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - 2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

10. Defense and Indemnity Agreement:

- a. Consultant shall defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.
11. Attorney Fees: If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such a proceeding, in the trial and appellate courts, as well as costs and disbursements ordered by a court of competent jurisdiction.
12. Termination: Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party. If the agreement is terminated, Contractor will provide City with all work products completed and a statement of account showing all expenses and fees paid to that time, and an itemizing of all work performed. If work performed exceeds fees paid to date, City will pay Contractor a prorated portion of the monthly fee. If fees paid exceed work performed to date, Contractor shall return unearned fees to City.
13. Amendment: This agreement may be amended by mutual written agreement of all parties.
14. Scope of Agreement: This Agreement incorporates all the agreements, covenants, and understandings between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.
15. Assignability: This Agreement is not Assignable by either party, without prior written consent of the other party.
16. No Third Party Beneficiaries: This Agreement is not intended nor does it create any third party beneficiary or other rights in any third person or party, including,

but not limited to, the general public, the Artist, or any agent, contractor, subcontractor, consultant, employee, volunteer, or representative of any party.

17. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

18. Notices: Any notices given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by registered or certified mail, return receipt requested, to the Contract Manager for each party at the address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

a. Contract Manager for the Anacortes Arts Festival is:

Meredith McIlmoyle, Director
505 "O" Avenue
Anacortes, Washington 98221

b. Contract Manager for the City is:

Don Measamer, Planning Director
904 6th Street
Anacortes, Washington 98221

19. Choice of Law/Venue: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this Agreement shall be in Skagit County Superior Court.

20. Non-exclusive Agreement: This Agreement shall not prevent the City from entering into a contract with another person or entity for similar services.

21. Non-waiver: Any failure by the City to enforce strict performance of any provision of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement.

For City of Anacortes

Laurie Gere

By: _____ Title: Mayor, City of Anacortes Date: _____

For CONTRACTOR

ADDRESS

CITY

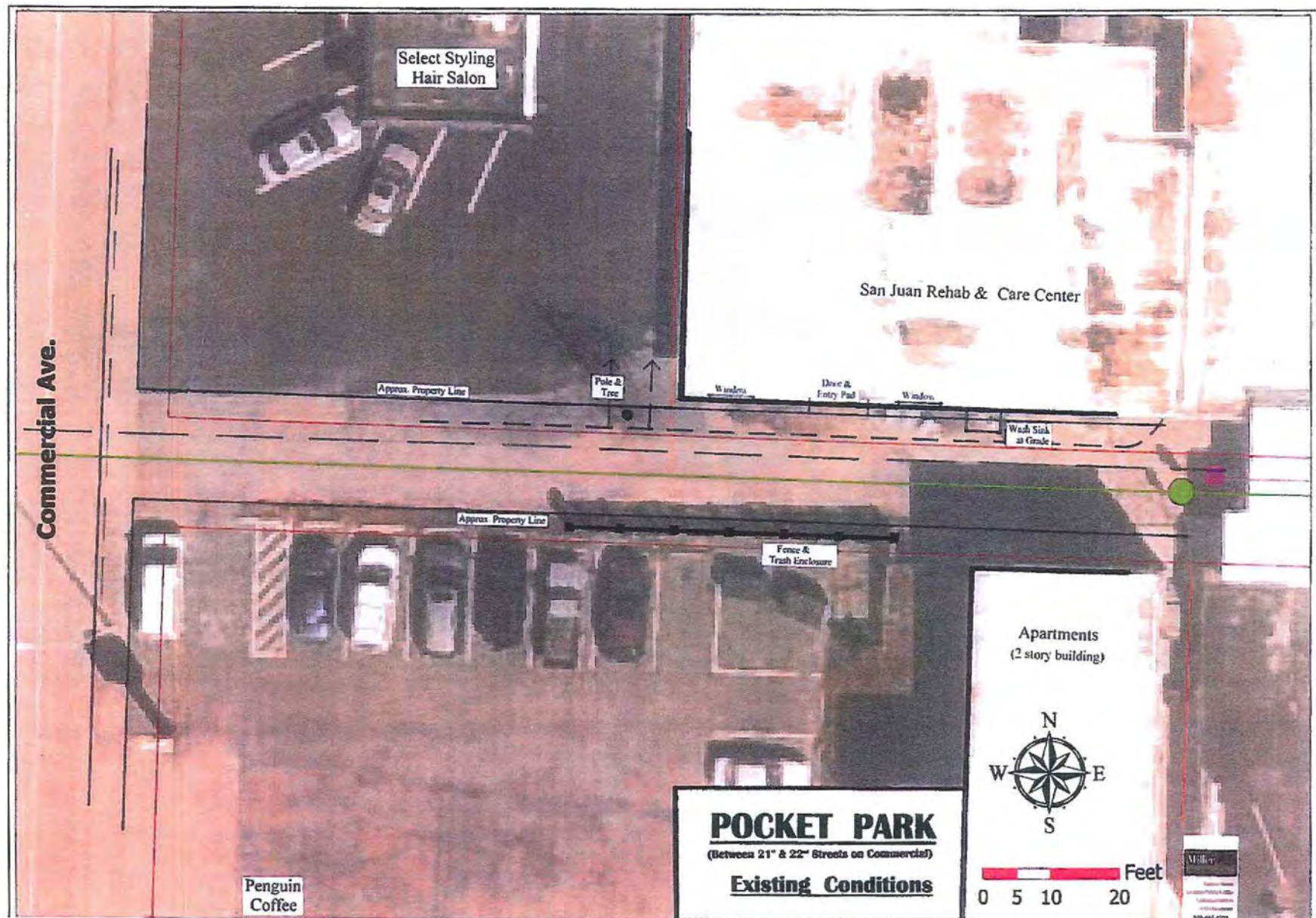
PHONE

By: _____ Title: Contractor Date: _____

EXHIBIT A: SCOPE OF WORK – TITLE

1. Contractor will procure and locate no less than twelve (12) pieces of public art to promote beautification of the South Commercial Corridor area on Commercial Avenue between 32nd Street and 12th Street. All art pieces shall become property of the City.
2. Contractor will be responsible for all phases of the procurement process, including but not limited to calls to artists, art selection, installation, and maintenance.
3. Once Contractor has selected art pieces, Contractor will present the work, including all design information to the Mayor for final approval. Contractor will not proceed with procurement of any art pieces rejected by the Mayor.
4. Contractor will take any and all necessary action to obtain permission and any required agreements with property owners on whose property any of the art pieces are to be located.
5. If any art pieces are to be located on City property or in public right of way, the City will cooperate fully in efficiently and safely locating the pieces.
6. Contractor will make every reasonable effort to ensure that public art is distributed evenly throughout the South Commercial Corridor area.
7. Contractor will select artists and pieces that embody the City's character.
8. Contractor will not select or install any art pieces that include obscene or offensive images, text, or content.
9. Contractor will maintain all public art pieces based on industry standard maintenance and repair practices for the medium and location. Maintenance will include but not be limited to routine inspection and care for artwork, such as cleaning and applying protective surface coatings as needed. Reasonable effort will be made to return artwork to its original condition and integrity when required due to flaws, aging, damage, or vandalism. For a period through December 31, 2017 as needed.





CENTRAL PORTION

Design	200,000
Construction	990,000
Total cost:	1,190,000

<u>Allocation of costs based on # of nodes.</u>	# nodes	% total	Design Cost	Build Cost (est)	Total	
Water tanks/pump stations (Retail system):	2	8%	16,000	79,200	95,200	Water Utility
General city buildings:	5	20%	40,000	198,000	238,000	General Fund
Sewer pump stations	18	72%	144,000	712,800	856,800	Sewer Utility
Total nodes:	25	100%	200,000	990,000	1,190,000	

EASTERN PORTION

Estimated project cost: 960,000

This portion is all water utility (Regional Sytem)

		Total
County grant:	295,000	205,000
Regional Water		460,000
	295,000	665,000
		960,000

Regional Water capital cash is obtained through project under run on intake pump rebuild.

WESTERN PORTION

Estimated project cost: 1,000,000

Cost allocation has not been finalized.

Costs will be allocated between Retail Water System and Sewer system.

The Retail Water System portion will be paid for by existing water rates.

Sewer portion will be paid out of capital reserves.

Estimated project cost for all 3 portions: 3,150,000



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 26, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 26, 2016

- Contract Award: Integrated Library System
- Ordinance 2988: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement (Discussion/Possible Action)

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget
- Scope of Work for Zoning & Development Regulations Updates (Discussion)

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

October 24, 2016

- Public Hearing: Ordinance ____: 2017/2018 Budget

November 7, 2016

- Resolution ____: Authorizing 1% Property Tax Increase (Action)
- Ordinance ____: Adopting the 2017/2018 Budget (Discussion/Possible Action)

November 14, 2016

Plan by UW Graduate Students

November 21, 2016

Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way. Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003)

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Sep 19, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office
- Housing Affordability & Community Services, Thursday, Oct 6, 2016, 1:30 PM, City Hall
- Planning, Monday, Oct 10, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Oct 12, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
