

# VENDOR CONTRACT

Between \_\_\_\_\_ and

(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**For**

**NETWORKING EQUIPMENT, SOFTWARE AND SERVICES**

**#01071615**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## **Indemnity**

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## **Legal obligations**

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after



occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
Bid Number	01071615	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Title	Networking Equipment, Software and Services			Floor/Room
Bid Type	RFP	Department Building		Telephone
Issue Date	05/01/2015			Fax
Close Date	6/12/2015 3:00:00 PM CT			Email
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company ShoreTel, Inc  
Address 6500 Riverplace Boulevard  
#200  
Austin, TX 78730

Contact  
Department  
Building  
Floor/Room  
Telephone 1 (408) 962 2517  
Fax 1  
Email  
Submitted 6/12/2015 11:48:35 AM CT  
Total \$0.00

Signature Jim McGarry

Email jmcgarry@shoretel.com

## Supplier Notes

Kim,

Please find attached the submission for ShoreTel Cloud Services. ShoreTel Cloud is the hosted VoIP version of our ShoreTel premise based platform, which has been wildly popular in School Districts across the state, and growing in its popularity.

Thank you for your time and consideration. I look forward to talking with you soon.

Jim McGarry  
(408) 962-2517

## Bid Notes

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## Bid Activities

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### Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: <a href="https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990">https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990</a> Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: <a href="https://www.tips-usa.com/prebidmeeting.html">https://www.tips-usa.com/prebidmeeting.html</a> (You must have a video player plugin for your browser to view the recording.)</p>

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Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)

7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	45
15	Years Experience	Company years experience in this category?	17
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>ShoreTel is a leading provider of cloud, premises-based, and hybrid business telephony and unified communications (UC) solutions. Our award-winning, brilliantly simple communications solutions for small and mid-market companies consistently outperform the competition in customer satisfaction, customer loyalty, value, and lowest total cost of ownership. Our innovative business phones, application integration, collaboration tools, mobility, and contact center applications are highly reliable and empower organizations and employees to access information faster, collaborate more easily, and connect from any place, at any time, and on any device.</p> <p>We believe your communications platform is the most critical application any company deploys. We believe technology should enhance communications, making them transparent and natural.</p>

19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
20	Primary Contact Name	Primary Contact Name	Jim McGarry
21	Primary Contact Title	Primary Contact Title	Vertical Program Manager - SLED
22	Primary Contact Email	Primary Contact Email	jmcgarry@shoretel.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4089622517
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Jamie Singer
27	Secondary Contact Title	Secondary Contact Title	Contract Compliance Manager
28	Secondary Contact Email	Secondary Contact Email	jsinger@shoretel.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4089001256
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Jamie Singer
33	2% Contact Email	2% Contact Email	jsinger@shoretel.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4089001256
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Jim McGarry
37	Purchase Order Contact Email	Purchase Order Contact Email	jmcgarry@shoretel.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4089622517
39	Company Website	Company Website (Format - www.company.com)	www.shoretel.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	77-0443568
41	Primary Address	Primary Address	6500 River Place Boulevard, Building IV, Suite 200
42	Primary Address City	Primary Address City	Austin
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	78730
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	ShoreTel, VOIP, PBX, UC, Unified Communications, Cloud, Hosted, Voice, Cisco, Avaya, VM Ware, Telecommunications, Long Distance, ATT, Sky, Hardware, Phones, Phone, Phone System, Virtualization, UCaaS, Managed Services



46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) Yes

47 Prices are guaranteed for?

(\_\_Month(s), \_\_ Year(s), or Term of Contract) (Standard Term of Contract term is "Term of Contract")

Line Items	
	Response Total: \$0.00

**Account Name**

A&A Telecom Group Inc  
ABYX Business Systems Inc  
Advanced Communications Inc  
Advanced Network Solutions  
Affiliated Communications Inc  
Affiniti LLC  
Alpha Telecommunications Associates Inc - ATSI  
AMA Tectel Communications  
Artcom Associates Inc  
AT&T Ariba  
ATC Telecom Inc  
Atelio  
BCM Holding LLC formerly SeTel  
Beasley Technology Inc  
Black Box BBNSACS - Texas dba ACS Dataline  
Black Box BBNSNVTX - Arlington  
Black Box BBNSVSS - Murfreesboro  
Black Box Network Services formerly Converged Solutions Group  
LLC  
Cohesive Connections  
Comm3  
CommTech Industries  
Communications Resources Incorporated aka CRI  
Creative Switching Designs Inc  
Cynergy Technology (fmly Computerland Network Technologies  
of East Texas)  
Decision Tree Technologies  
Discovery Information Technologies Inc  
East Texas Advanced Communications Service Inc  
Electrical Sales Corporation  
Enterprise Systems Corporation  
Frontera Consulting  
General Informatics  
Genesis Business Communication Systems  
Highpoint Technology Group  
High Touch Inc  
HisCall Enterprises  
HumaniTV Inc  
IK Electric  
iQ Business Solutions

JMA Information Technology (US)  
JTW Enterprises Inc dba Wood Networks  
Mandry Technology Solutions  
Meehan Corporation dba Ideacom Networks  
Mercury Communication Services Inc  
NetVersant Solutions LLC  
Network Computing Solutions  
NORLEM Technology Consulting Inc  
North Atlantic Telecom Inc aka NATI  
Pathwayz Communications Inc  
Peak UpTime  
Plan B Networks Inc  
ProTech Systems Group Inc  
Resilient Intelligent Networks LLC  
Richline Technical Services LLC  
Sacramento Technology Group, LLC  
Sequel Data Systems Incorporated  
Solid IT Networks Inc  
SoluVista  
SOS Computers LC dba Technology Express  
Technology Resource Center of America - TRCA  
Telecomp Computer Services  
Tele-Optics Inc  
Telepro Communications  
Total Technologies  
United Systems Inc  
VIP Technologies Inc  
Windstream Supply LLC

Account Street	Account City
3737 Executive Center Drive #150	Austin
609 East Dewey Place	San Antonio
1103 W 1st North Street	Morristown
820 Palmer Place	Nashville
730 Avenue F, Suite 210	Plano
9208 Waterford Centre Blvd. Suite 150	Austin
8100 Westglen	Houston
7201 I-40 West	Amarillo
7810 Fortune Dr	San Antonio
175 E. Houston St.	San Antonio
3519 Patrick Street, Ste 139	Lake Charles
10 Rue des Cigognes	Entzheim
5121 Maryland Way, Suite 300	Brentwood
117 N. Harrison	Cushing
2535 Brockton Drive, Suite 400	Austin
2020 E. Randol Mill Rd., Suite 302	Arlington
1010 Haley Road	Murfreesboro
618 Grassmere Park Drive, Ste 5	Nashville
210 Magnate Drive	Lafayette
3939 Belt Line Road, Ste. 775	Addison
3240 S I-10 Service Road	Metairie
6026 Shallowford Road	Chattanooga
5140 Franz Road	Katy
3903 Timms Street	Tyler
306 Thunderbird Dr	El Paso
904 Hwy 69	Nederland
15390 County Road 343	Tyler
2500 L & A Rd.	Metairie
10910 W Sam Houston Parkway N, Ste 100	Houston
7017 North 10th St, Ste 302	McAllen
PO Box 83335	Baton Rouge
1225 North Loop West, Suite 705	Houston
1331 Gemini St. Suite 103	Houston
110 S Main Ste 600	Wichita
1001 Gentry Circle	Dickson
7301 Burnet Rd, #102-201	Austin
214 MLK Drive	Little Rock
6840 W 70th Street Ste 103	Shreveport

10551 Barkley Street, Suite 400	Overland Park
10260 Robinson Drive	Tyler
4521 98th St.	Lubbock
220 Great Circle Road, Suite 110	Nashville
3333 Earhart Dr Ste 250	Carrollton
9750 West Sam Houston Parkway North, Suite 100	Houston
108 Se 29th Street	Topeka
10830 E 45th St Ste 302	Tulsa
715 Chaney Cv Ste 101	Collierville
4176 Canyon Drive	Amarillo
823 S. Detroit Avenue, Suite 200	Tulsa
11395 James Watt	El Paso
3350 Players Club Parkway, Suite 120	Memphis
PO Box 1285	Argyle
114 Mesquite Street	Corpus Christi
9600 Great Hills Trail, Suite 150W	Austin
11824 Jollyville Rd Ste 400	Austin
16507 Hedgecroft Dr STE 100	Houston
14141 Airline Hwy, Building 3, Suite F&G	Baton Rouge
1700 Oak Hills Dr	Kingston
2600 Virginia Circle	Denton
207 S. Main St.	Bentonville
1041 Tidewater Court	Kingsport
3315 N Ware Road	McAllen
440 Benmar Dr Ste 2300	Houston
4335 N Classen Blvd	Oklahoma City
104 ROTHROCK DR STE B	LONGVIEW
4001 N Rodney Parham Road	Little Rock

Account State/Province	Account ZIP/Postal Code	Primary Contact
TX	78731	Phil Neely
TX	78212	Efraim Palacios
TN	37814	Terry Fishburn
TN	37203	Mark Carnes
TX	75074	Jim Carter
TX	78758	Bob ODair
TX	77063	Tim Martin
TX	79106	Marc Bennett
TX	78250	Lori Flores
TX	78299-2933	Sam McCormick
LA	70605	Erik Morgan
	67960	Silvano TROTTA
TN	37027	Chris Baugher
OK	74023	Geoffrey Beasley
TX	78758	Crosby Smith
TX	76011	Jeff Jamison
TN	37129	Dominick Squeglia
TN	37211	Stephanie Farmer
LA	70508	Brad Cohen
TX	75001	David Blum
LA	70001	Darryl d'Aquin
TN	37421-7220	Alan Burdine
TX	77493-1762	Lee Slocum
TX	75701	Dave Pickens
TX	79912	Richard Brent Lawson
TX	77627	Adam Fadhli
TX	75708	Randy Gann
LA	70001	Allan Bissinger
TX	77064	John Prater
TX	78504	Drew Lentz
LA	70884	Mohit Vij
TX	77008	Debra Schindler Boultinghous
TX	77058	Chuck Waddell
KS	67202	Kevin Colborn
TN	37055	Debbie Street
TX	78757	Matt Tankersley
AR	72201	Mike Seitz
LA	71129	Eric Boykin

KS	66212	Joseph Melookaran
TX	75703	Jeffrey Wood
TX	79424	Thomas Mandry
TN	37228	Tim Meehan
TX	75006	Gregory Osler
TX	77064	Julie Smith
KS	66605	Brad DeLong
OK	74146-3810	Bryan Norman
TN	38017	Leonard Jones
TX	79109	Paul Chapman
OK	74120	Gordon Martin
TX	79936	Roy Lambert
TN	38125	Dan Weddle
TX	76226	Bruce Mitchell
TX	78401	Tommy King
TX	78759	Sam Fadala
TX	78759-2323	Chris Case
TX	77060-3621	Oliver Newman III
LA	70817	Steve Stainback
TN	37763-3007	Sallie Burns
TX	76209	Michael Harding
AR	72712	Gino Capito
TN	37660	Jeff Hostetler
TX	78501	Jorge Rodriguez
TX	77060	Amy Murphy
OK	73118-5031	Alvin Myers
TX	75602	Steven Carroll
AR	72212	Michael Janssen



Primary Contact Email	Phone
pneely@aatg.net	(512) 327-3277
efraim@abyxusa.com	2102232299
tfishburn@aci-tn.com	4235868624
mcarnes@ansolutions.com	6152770500
jcarter@affiliatedcom.com	9728524000
bob.odair@affiniti.com	5123344100
tim.martin@atsihou.com	7136228666
mbennett@amatechtel.com	8063222222
lori@artcomtx.com	(210) 684-8877
smccormick@att.com	2108214105
erik@atc-telecom.net	3374770009
silvano.trotta@atelio.fr	+33629409206
cbaugher@seteluc.com	6158746000
geoff@beasleytech.net	9182256900
crosby.smith@blackbox-vs.com	5128374400
jeff.jamison@blackbox.com	8173033030
dominick.squeglia@blackbox.com	6158903575
stephanie.farmer@blackbox.com	(615) 315-8600
brad@crmcpa.net	3372315161
david.blum@comm3.net	2143892600
ddaquin@commtech.com	5042001300
aburdine@yourcri.com	4238999350
lslocum@csdusa.com	(281) 579-1600
davep@cynergytech.com	(903) 581-7000
blawson@dtreetech.com	9155843419
adamf@discoveryit.com	4097277080
rgann@acstyler.com	9038773002
abiss@electricalsales.com	5048333646
jprater@enter-sys.com	7133431212
drew@gofrontera.com	(956) 433-3739
mo@geninf.com	2255787870
debra@genesibcs.com	7138685415
chuck.waddell@highpoint-technology.net	7135158275
kevinc@hightouchinc.com	3168321611
dstreet@hiscall.com	(866) 740-7771
tank@humani.tv	5125732856
mseitz@ikelectric.com	5013762081
eboykin@solutionsbyiq.com	3188413434

jmelook1@jma-it.com	9137223252
jeff@woodnetworks.com	9035810922
tmandry@mandrytechnology.com	8067913661
tmeehan@ideacom-networks.com	6152563838
gosler@mercurycom.com	2142421725
jsmith@netversant.com	(713) 403-3800
bdelong@ncs-grp.com	7852677977
bnorman@norlemtc.com	9183921996
lenny@natii.com	9013719071
pchapman@pathwayz.net	(817) 289-2650
gordon.martin@peakuptime.com	(918) 585-8488
rlambert@planbnet.com	9157740207
dweddle@psgi.net	(901) 767-7550
bruce@resilientiq.com	9403688171
tking@richline.cc	3618826297
<a href="mailto:sfadala@sactechgroup.com">sfadala@sactechgroup.com</a>	512-231-2204
chris.case@sequeldata.com	5129188841
nnewman@solidit.com	9725678235
steve@soluvista.com	2257537878
sallie@techxpress.com	9314551006
mike.harding@trca.com	9405655000
gino@telecomp.com	4792712200
jhostetler@tele-optics.com	4232465704
jorge@teleprocommunications.com	9566182360
amurphy@total-tec.com	2814487676
amyers@unitedsystemsok.com	4057788305
stevec@viptechnologies.net	(903) 297-5583
michael.a.janssen@windstream.com	(877) 551-8025

## Website

[www.abyxusa.com](http://www.abyxusa.com)

[www.aci-tn.com](http://www.aci-tn.com)

[www.amatechtel.com](http://www.amatechtel.com)

[www.artcomtx.com](http://www.artcomtx.com)

[www.atc-telecom.net](http://www.atc-telecom.net)

[www.atelio.fr](http://www.atelio.fr)

[www.setelecom.com](http://www.setelecom.com)

[www.beasleytech.net](http://www.beasleytech.net)

[www.nuvt.com](http://www.nuvt.com)

[www.cohesiveconnections.com](http://www.cohesiveconnections.com)

[www.comm3.net](http://www.comm3.net)

[www.commtech.com](http://www.commtech.com)

[www.yourcri.com](http://www.yourcri.com)

[www.csdusa.com](http://www.csdusa.com)

[www.computerlandeasttexas.com](http://www.computerlandeasttexas.com)

[www.dtreetech.com](http://www.dtreetech.com)

[www.discoveryit.com](http://www.discoveryit.com)

[www.electicalsales.com](http://www.electicalsales.com)

[www.enter-sys.com](http://www.enter-sys.com)

[www.geninf.com](http://www.geninf.com)

[www.highpoint-technology.net](http://www.highpoint-technology.net)

[www.hightouchinc.com](http://www.hightouchinc.com)

[www.hiscall.com](http://www.hiscall.com)

[www.humani.tv](http://www.humani.tv)

[www.ikelectric.com](http://www.ikelectric.com)

[www.solutionsbyiq.com](http://www.solutionsbyiq.com)

www.jma-it.com  
www.woodnetworks.com

www.ideacom-networks.com  
www.mercurycom.com  
www.netversant.com

www.norlemtc.com  
www.natii.com  
www.pathwayz.net  
www.peakuptime.com

www.psgi.net  
www.resilientiq.com

[www.sactech.com](http://www.sactech.com)  
www.sequeldata.com  
www.solidnetworks.com  
www.soluvista.com  
www.techxpress.com  
www.TRCA.com

www.tele-optics.com

www.total-tec.com/  
www.unitedsystemsok.com

windstream.com

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐

*Shane Harper*

6/8/2015

Signature of Authorized Company Official

Date

Shane Harper

Printed Name of Authorized Company Official

ShoreTel Inc.

Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES ☒ Initial of Authorized Company Official

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES ☒ Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

ShoreTel Inc.

\_\_\_\_\_  
Name of Organization

960 Stewart Dr. Sunnyvale, CA 94085

\_\_\_\_\_  
Address of Organization

Shane Harper, Director, Vertical Programs

\_\_\_\_\_  
Name / Title of Submitting Official

*Shane Harper*

\_\_\_\_\_  
Signature of Submitting Official

6/8/2015

\_\_\_\_\_  
Signature Date

## **Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**



## **Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES ☒ Initial of Authorized Company Official

### **Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES ☒ Initial of Authorized Company Official

### **Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES ☒ Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES ☒ Initial of Authorized Company Official

---

## SUSPENSION OR DEBARMENT CERTIFICATE

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: Shane Harper, Director, Vertical Programs *Shane Harper*

Company: ShoreTel Inc.

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: ShoreTel Inc.  
Mailing Address: 960 Stewart Dr  
City: Sunnyvale  
State: CA  
Zip: 94085  
Telephone Number: (408) 900-1256  
Fax Number: (408) 900-1256  
Email Address: jsinger@shoretel.com  
Authorized Signature: *Shane Harper*  
Printed Name: Shane Harper  
Position: Director, Vertical Programs

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

*Blende McNatt* 7-16-15  
TIPS Authorized Signature Date  
*David Wayne Fitts* 7-16-15  
Approved by Region VIII ESC Date

References
------------

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Beaumont	Beaumont	TX	Terry LaFleur	(409) 785-3022
Frisco Independent School District	Frisco	TX	Sharon Barton	(469) 633-6290
City of Arlington	Arlington	TX	Dennis John	(817) 459-6700

## LIMITED WARRANTY

ShoreTel warrants that its hardware products will be free from defects in materials and workmanship for a period of thirteen (13) months after shipment, and its software products will perform in all material respects according to the published specifications for a period of ninety (90) days after shipment.

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The sole remedy of buyer, and the sole liability and obligation of ShoreTel, arising out of the foregoing warranty, is for the buyer to contact ShoreTel, and for ShoreTel to perform the following warranty services: ShoreTel shall repair or replace, at ShoreTel's option, any defective hardware product. For software product, ShoreTel shall use commercially reasonable efforts to correct any material non-conformity with the published specifications for the software, and to provide a corrected version of the software. The foregoing states the sole liability and obligation of ShoreTel, and the sole remedy of buyer, arising out of the foregoing warranty.

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# ShoreTel Sky Cloud Communications



## HOSTED BUSINESS PHONE SYSTEMS WITH AN EXPERIENCE CUSTOMERS LOVE

ShoreTel Sky is the easy way to quickly deploy phones and unified communications applications with the business intelligence you need to grow productivity and differentiate your company in a crowd of competitors.

More than just a phone system, the ShoreTel Sky service offers advanced applications that directly improve your bottom line by both driving revenue and reducing costs. And it's supported 24/7/365 by ShoreTel's world-class customer service and end-user support.

ShoreTel Sky enables your workforce to communicate how they want, where they want, when they want, using ShoreTel IP 400 series desk phones as well as on the laptops, smartphones and tablets that your employees already love. Whether you're a business strategist, an IT professional, or a cost-conscious financial manager, ShoreTel Sky will exceed your expectations for business process integration, service quality, business continuity and overall value.

### **Ease of operation—highest quality service**

Ready to stop managing your phone infrastructure so you can focus IT resources on more strategic initiatives? Need to scale up or down as your business changes without juggling capital expenses? A hosted PBX solution is right for you, and ShoreTel Sky offers the highest-quality cloud-based service available today.

ShoreTel Sky is closely controlled and integrated for crystal-clear sound and end-to-end quality assurance: from the ShoreTel-designed desk phones, to the ShoreTel-authored software applications, to the flexibility and choice of using the public or private cloud for connectivity, to ShoreTel's white-glove service and support. Deploy with confidence—we've got you covered from legacy service change-over, through service

### **BENEFITS**

- **Quality**—proven by our loyal customers and the lowest churn rate in the industry
- **Metrics**—the power of information for real business impact
- **Simplicity**—we manage your phones, you manage your business
- **Flexibility**—unites multi-site, centralized and remote workers
- **Scalability**—add an unlimited number of users, or reduce services as needed
- **Reliability**—built-in disaster recovery to keep you productive



ShoreTel Sky is plug-and-play easy to deploy, and lets you focus on managing your business, not your phones

#### MARKET LEADER

ShoreTel leads the Private Cloud market, which includes larger firms with more robust requirements and reliability expectations.

Source: Synergy Research  
May 30, 2014

Want to know more?  
Talk to an expert.  
Visit [www.shoretel.com/findareseller](http://www.shoretel.com/findareseller)

implementation, to on-going customer and end-user support.

#### Communications-enable your applications

When phone systems are integrated with core business applications, you unleash the full potential of both. ShoreTel Sky supercharges your investment in mission-critical operations software like customer relationship management (CRM), enterprise resource planning (ERP), and applicant tracking system (ATS).

Live in Salesforce, NetSuite or another app? Your phones should, too, and with ShoreTel Sky's advanced application integrations, they can. While the phone is still ringing, call center agents see customer information on screen, putting business data front and center. Got a voice message? Have it transcribed and the text entered into the CRM automatically. SMS text messages enter automatically, too, for multi-modal contact tracking. This is true unified communications, delivering actionable sales knowledge by aligning your phone data with your sales and service pipeline in real time.

#### Flexibility + reliability = premium service

ShoreTel Sky works wherever your employees find a broadband connection, making it ideal for multi-site and distributed workforces. Hire the most qualified employees, no matter their locations, or integrate new acquisitions—all employees immediately become part of one easy-to-manage, unified communications system.

ShoreTel Sky is designed for utmost reliability with our world-class data centers running our own soft switch software, multiple call handling server clusters, databases and multiple carrier

network connections. Service quality is ensured with our use of private circuits via managed routers. Should there be a loss of connection to our GRE (generic routing encapsulation) tunnel, our geographically redundant data centers with multiple PSTN carrier connections for seamless rerouting provides business continuity for users at all times and keep them connected.

#### ShoreTel Sky—the highest value in cloud phone systems

- ShoreTel Sky's premium managed phone system offers both private and public cloud connectivity for ultimate choice and flexibility
- End-users manage voicemail, address book and personalized call handling settings via an easy-to-use web portal
- Managers use the web portal to administer moves/adds/changes, access the visual call flow editor, and monitor account activity
- ShoreTel Sky provides end-user support so you don't have to; help is only a button away
- Contact center functionality is bundled with the phone service—there's no need to buy separate technology
- Additional feature integrations include on-demand conference calling, click-to-dial, call recording, phone campaign analysis, call barging, hunt and ring groups and more
- ShoreTel Sky Mobility extends office phone functionality to worker's smartphones and mobile devices to put the power of unified communications in their pockets
- ShoreTel Sky Fax sends and receives with no additional hardware needed; ShoreTel Sky Scribe transcribes voice messages into readable voicemail and text files

#### ShoreTel. Brilliantly simple business communications.

ShoreTel, Inc. (NASDAQ: SHOR) is a leading provider of brilliantly simple IP phone systems and unified communications solutions powering today's always-on workforce. Its flexible communications solutions for on-premises, cloud and hybrid environments eliminate complexity, reduce costs and improve productivity.

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