

# VENDOR CONTRACT

Between

*ShoreTel Inc.*

and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## TELEPHONE SYSTEMS, EQUIPMENT, REPAIR AND SERVICES

#05052215

### 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.

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Contract – TELEPHONE SYSTEMS, EQUIPMENT, REPAIR AND SERVICES

**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 TELEPHONE SYSTEMS, EQUIPMENT, REPAIR 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 05052215". 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 single sheet of white paper with horizontal blue or grey ruling lines. A single vertical line runs down the left side of the page, creating a narrow margin. The paper appears to be from a notebook or a standard ruled document. There are no markings, text, or drawings on the page.

# 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 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Building
Bid Number	05052215			Floor/Room
Title	Telephone Systems, Equipment, Repair and Service	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	03/05/2015			Email
Close Date	4/17/2015 3:00:00 PM CT	Floor/Room		
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		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 4/14/2015 1:46:57 PM CT  
Total \$0.00

Signature Jim McGarry

Email jmcgarry@shoretel.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	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
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	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
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	45
16	Years Experience	Company years experience in this category?	17
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19	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.)	ShoreTel's purpose-built Unified Communications solutions remove the barriers and complexity that other providers throw in the way, whether an organization is seeking to replace an old phone system, bring up new office sites or branches, upgrade to unified communications, or modernize its contact center. With fewer resources tied up in a phone system, an organization's resources are cut loose, across the board, to work on the real task: moving business forward.
20	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
21	Primary Contact Name	Primary Contact Name	Jim McGarry
22	Primary Contact Title	Primary Contact Title	Vertical Program Manager - SLED
23	Primary Contact Email	Primary Contact Email	jmcgarry@shoretel.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(408) 962-2517
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(408) 962-2517
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Jamie Singer
28	Secondary Contact Title	Secondary Contact Title	Contract Compliance Program Manager
29	Secondary Contact Email	Secondary Contact Email	jsinger@shoretel.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(408) 900-1256
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(408) 900-1256
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Jamie Singer
34	2% Contact Email	2% Contact Email	jsinger@shoretel.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(408) 900-1256
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Jim McGarry
38	Purchase Order Contact Email	Purchase Order Contact Email	jmcgarry@shoretel.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(408) 962-2517
40	Company Website	Company Website	www.shoretel.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	77-0443568

42	Primary Address	Primary Address	6500 River place Boulevard, Building IV, Suite 200
43	Primary Address City	Primary Address City	Austin
44	Primary Address State	Primary Address State	TX
45	Primary Address Zip	Primary Address Zip	78730
46	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
47	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

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 ☐

  
\_\_\_\_\_  
Signature of Authorized Company Official

3/17/15  
\_\_\_\_\_  
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 JS 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 JS Initial of Authorized Company Official

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**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 JS 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 Lobbying," 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.

*SpacTel Inc.*

Name of Organization

*960 Stewart Dr.*

Address of Organization

*Shane Harper Director Vertical Programs*

Name / Title of Submitting Official

*[Signature]*

Signature of Submitting Official

*3/17/15*

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 SA 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 SA 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 of federal agency.

Does vendor agree? YES SA 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 SL 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 SL 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 SL 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

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## SUSPENSION OR DEBARMENT CERTIFICATE

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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 XSA Initial of Authorized Company Official


YES \_\_\_\_\_ Initial of Authorized Company Official

Company Official: Shane Harger, Director Vested Programs

Company: ShareTel 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: 408-331-3588  
Fax Number: 408-331-3588  
Email Address: sharper@shoretel.com  
Authorized Signature:   
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.

<u>Blende McNatt</u>	<u>5-22-15</u>
TIPS Authorized Signature	Date
<u>David Wayne Fitts</u>	<u>5-22-15</u>
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.

The express warranty set forth above specifically excludes and does not apply to defects to a product: (a) caused through no fault of ShoreTel during shipment, (b) caused by the use or operation of products in an application or environment other than that intended or recommended by ShoreTel, (c) caused by modifications or alterations made to the products by any third party, (d) which are the result of the products being subjected to unusual physical or electrical stress, or (e) which are caused by the use of the products in connection with other products not provided by ShoreTel, and which would not arise from the use of the products alone.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SHORETEL MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SHORETEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. This warranty is void if the product is installed or used in countries not approved to be sold in by ShoreTel.

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.

This limited warranty shall be governed by the laws of the State of California, USA.

If applicable, please contact your ShoreTel Authorized Reseller for information about service agreements applicable to your product.

## COPYRIGHT AND RESTRICTIONS ON SOFTWARE

The software is owned by ShoreTel or its licensors and is protected by United States copyright laws and international treaty provisions. Therefore, you may not use, copy, or distribute the software without authorization.

You may not rent, lease, loan or sublicense the software. Except as expressly provided herein, you may not transfer any or all of your rights to use the software. You may not modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify or create derivative works based upon the software.

**ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY SHORETEL.**

ShoreTel, Inc.  
960 Stewart Drive  
Sunnyvale, CA 94085  
[www.shoretel.com](http://www.shoretel.com)

SOLUTION BRIEF

# ShoreTel Unified Communications Platform

UNIQUE ARCHITECTURE DISTRIBUTES INTELLIGENCE THROUGHOUT THE SYSTEM FOR SUPERIOR RELIABILITY, FLEXIBILITY AND EASE

## BENEFITS

- Designed to be adaptable, flexible, and easy to deploy use and manage
- Highly reliable with 99.999% (five-nines) availability for enterprise-class performance
- Based on open standards to fully integrate rich communications capabilities while providing a single image of the system
- Flexible platform for growth offers modular scalability

ShoreTel is the leading provider of brilliantly simple Unified Communications (UC) solutions, including VoIP PBX and business phone systems, enterprise contact centers, collaboration tools and mobile UC solutions.

At the core of ShoreTel's IP business phone solution is our signature Unified Communications (UC) Platform—a unique modular architecture that distributes intelligence across all system to deliver 99.999 percent (five-nines) availability and brilliantly simple system management. Purpose-built for IP, this open, highly resilient UC Platform fits right in with your existing infrastructure, integrates seamlessly with your business applications and processes, and makes unified business communication easy to deploy, manage and scale.

The net result? A superior communications solution that increases enterprise productivity and reduces operational complexity and expense—no matter what size your business.

## Single image architecture—the foundation of ShoreTel's success

### Reliability

The ShoreTel UC Platform is the heart of every ShoreTel system, and the platform's unique single image architecture sets us apart from other business communications providers. While all ShoreTel components operate together as a single system, the system's intelligence is distributed across all of these components. As a result, in the event of a WAN outage each site can function independently, and in the event of a hardware failure phones will register

to a spare voice switch anywhere in the network so that not a single call is dropped.

### Flexibility

This modular approach allows ShoreTel to offer ultimate flexibility in implementation strategies and control. Customers can choose to deploy any combination of our purpose-built, solid-state physical appliances, or virtual appliances installed on industry-standard x86 servers. This innovative design means that ShoreTel UC systems scale easily and are ideally suited for multi-site companies—no matter how geographically diverse or varied in size.

## Ease

Perhaps the most appreciated benefit of ShoreTel's single image architecture is its impact on system management. Unlike other UC system providers (whose solutions require disparate interfaces to manage UC features, applications and branch locations) ShoreTel presents a single interface to system administrators and end users alike. Our ShoreTel Director system administration software and ShoreTel Communicator client UI software dramatically reduce training, configuration and maintenance hours and dramatically increase end-user adoption rates. The benefits? Lowered costs, less time wasted, and better connected employees who can put more focus on taking care of your business.

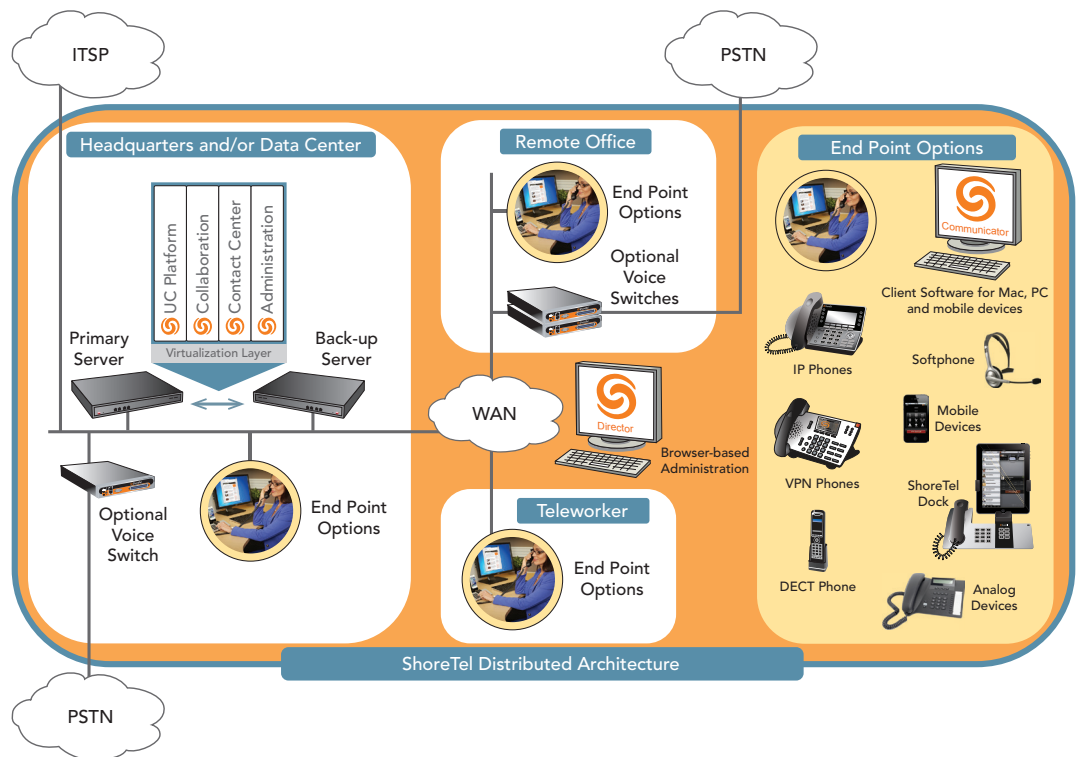
## Call control

Call control is the foundation of our UC Platform core software and is the flagship of the ShoreTel IP Telephony architecture. Call control is available either embedded in our highly reliable, solid-state ShoreTel Voice Switch or in our ShoreTel Virtual Voice Switch for deployment on industry-standard x86 servers. Whatever deployment strategy

meets your needs, each switch works with all other voice switches to create a single, transparent, easily managed Unified Communications solution.

Every voice switch hosts the call control application including IP PBX and supports ShoreTel IP Phones, SIP phones and devices, as well as analog phones and devices. They are available in a range of sizes for enterprise headquarters, data centers, regional offices, and small to midsize businesses. ShoreTel Voice Switches also provide network interfaces to bridge your communications beyond the enterprise by supporting SIP, analog and ISDN trunking.

The ShoreTel UC Platform architecture distributes core voice communications capabilities across all core system components. This architecture means a single system can serve multiple locations while providing for stand-alone survivability at every site in the event of a network or hardware failure. The result is a single image system that scales easily, distributes to all geographies, and delivers feature transparency and rock solid reliability to all users.



## Voice application features

Applications including voicemail, unified messaging, auto-attendant, basic Automated Call Distribution and Call Detail Reporting are similarly distributed through the enterprise as integral components of the ShoreTel UC Platform core software. Additionally, the ShoreTel UC Platform provides the foundation for enhanced communications solution applications such as ShoreTel Collaboration, ShoreTel Enterprise Contact Center, ShoreTel Mobility, and advanced applications from ShoreTel Professional Services and third-party technology partners.

### **Voicemail and unified messaging**

ShoreTel unified messaging features can be deployed flexibly—either centralized in a data center or distributed across the network on industry-standard servers or ShoreTel Voice Switches. As a stand-alone system, ShoreTel provides a feature-rich voicemail solution that uses advanced call routing rules to let workers customize how their callers are handled. When combined with the ShoreTel Communicator desktop and mobile user interfaces, users can take advantage of easy-to-use visual voicemail, can integrate their voicemail inside their Microsoft Outlook inbox, and can easily direct their calls based on their calendar.

### **Auto-attendant and Automated Call Distribution (ACD)**

ShoreTel's embedded auto-attendant provides 24-hour automated call answering and routing to improve service and brand image. Outgoing prompts can be customized and linked to the time of day and/or day of the week. Individual groups can have their own custom attendant menus with unique greetings and options. ShoreTel's built-in distributed "workgroups" feature provides basic ACD functionality that is ideal for informal call centers. Simple call routing, overflows, announcements, historical reports and real-time alerts are built into the core platform software. Distributed workgroup functionality further enhances the customer experience by ensuring that agents in remote sites or branches are available independent of any network outages.

### **Call Detail Reporting (CDR)**

Integrated Call Detail Reporting tracks all call activity for users, trunks, and workgroups. Historical logs provide a management tool for monitoring employee workflow, inbound and outbound activity and trunk utilization. The integrated call accounting system goes further in helping businesses manage communications costs by using account codes to associate customer or project accounts to all calls and by enabling password access to advanced calling permissions.

### **Solution and Advanced Application integration**

The ShoreTel UC Platform is designed to be an end-to-end, all-in-one communication solution and additional functionality can be added easily. Sophisticated solutions such as ShoreTel Enterprise Contact Center, ShoreTel Collaboration and ShoreTel Mobility install with plug-and-play ease. These additional solutions integrate seamlessly into the ShoreTel UC Platform's single image architecture and automatically extend the functionality of ShoreTel Director and ShoreTel Communicator management and user interfaces.

Because the UC Platform is based on open standards, additional popular software solutions and business process applications can be easily deployed, with flexible licensing to add only the services you need, when you need them. ShoreTel Advanced Applications offerings include integrations with Microsoft Outlook email, Salesforce.com and other best-of-class Customer Relationship Management (CRM) applications, Interactive Voice Response (IVR) contact center tools, voicemail-to-text converters, emergency notification solutions, and an extensive list of solutions to meet many business needs.

## Business-critical reliability

ShoreTel UC Platform's modular architecture with distributed system intelligence provides highly reliable and brilliantly simple UC capabilities across multiple enterprise locations. ShoreTel Voice Switch appliances exceed today's most stringent enterprise IT

requirements, delivering 99.999 percent (five-nines) availability with:

**N+1 redundancy** that helps ensure that if a ShoreTel Voice Switch fails or is isolated by a network fault, the phones supported by that switch automatically failover to another voice switch—either at that site or a shared resource at a data center.

**Solid-state processors** that do not require or use mechanical disk drives, eliminating the single most common point of system failure.

**An embedded, real-time operating system** and unique call control architecture, enabling all switches to communicate with each other and to distribute call processing across the network.

Additional reliability is proved by the following powerful capabilities:

**PSTN failover:** If the WAN is down or over-utilized for voice traffic, or if bandwidth limits extension-to-extension calls between sites, calls can automatically route over the PSTN, ensuring seamless communication.

**Ethernet port failover:** ShoreTel Voice Switches feature redundant network uplinks. If the upstream network device fails, voice switches automatically fail over to the redundant link, helping to ensure continuous operation.

**Power failover:** Every ShoreTel Voice Switch features power fail transfer. If a complete power outage exceeds reserve power duration, one analog trunk on the ShoreTel Voice Switch automatically connects to one analog telephone, providing emergency dial tone.

**Virtualization:** ShoreTel system can be delivered as a software-only application for installation on virtualized industry-standard servers. ShoreTel has taken the guess work out of UC virtualization; partners can integrate our applications with confidence. In this case, customers have an option to use the hardware they already own and operate and leverage existing business continuity tools, including those offered by virtualization infrastructure vendors, to further strengthen the robustness of their UC deployment.

For more information about ShoreTel Unified Communications Platform, or to find a Sales and Service Representative in your area, visit [shoretel.com](http://shoretel.com).

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## About ShoreTel

ShoreTel is a provider of business communication solutions whose brilliantly simple unified communications platforms, applications and mobile UC solutions promise a new rhythm of workforce engagement and collaboration. With costly complexity eliminated by design from its award winning, all-in-one IP phone system, UC and contact center solution, and its industry leading hosted business phone system, workers enjoy a freedom and self-reliance that other providers can't match. Users have full control to engage and collaborate, no matter the time, place or device, for the lowest cost and demand on IT resources in the industry. ShoreTel is headquartered in Sunnyvale, California, and has regional offices and partners worldwide. For more information, visit [shoretel.com](http://shoretel.com) or [shoretelsky.com](http://shoretelsky.com)



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+1 (800) 425-9385 Toll Free +1 (408) 331-3300 Tel. +1 (408) 331-3333 Fax for ShoreTel  
+1 (646) 230-5000 Tel. +1 (646) 230-5001 Fax for ShoreTel Sky  
+800 408 33133 Freephone +44 (1628) 826300 Tel.  
+61 (0)2 9959 8000 Tel.

EMEA

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Beating communications complexity.  
**GOVERNMENT**

“It is easy to set up a phone bank and add say 20 extensions for one month, then remove them later. We were able to relocate about 60 users in one day, and have been able to respond quickly after a hurricane caused devastating flood damage. ShoreTel has given us the flexibility and reliability we need to be both responsive to the citizens of Hidalgo County, and fiscally responsible.”

— RENÁN RAMIREZ, Chief Information Officer  
Hidalgo County, Texas

#### ShoreTel in government

- **Scalability:** Running multiple office sites within a single region? Forced to shuffle your employees between positions or locations with every re-org? ShoreTel lets you dynamically adapt your system without rebuilding infrastructure or investing big dollars up-front.
- **Availability and reliability:** In an industry where a prompt and reliable response to constituents is paramount, ShoreTel ensures uptime you can count on with affordable redundancy and disaster recovery and no compromise on quality of service.
- **Ease of use and management:** ShoreTel provides simplified, intuitive, and centralized communications for all users—from administrators to constituents—so there’s no demand for complicated IT skills or extensive training.

## Overview

In government, communication is the link between needs and actions. It's how processes evolve. It's how issues get acknowledged and tasks accomplished. Yet while communication as an idea is valued tremendously, communication systems seem to carry less clout. As government budgets shrink, constituents are demanding higher quality communications services, and agencies are under pressure to modernize while doing more with less.

Today's practical and efficient government entities need communication systems that can rise to the challenge. They need advanced functionality that doesn't come at a hefty price. They need the ability to deploy fast and adapt even faster in the wake of staffing changes, reorganizations, or sudden growth. And they need simplified administration that allows existing IT staff to provide stellar support—without additional training or complications.

At the same time, communication is a two-way street. Government exists to serve the public, so callers must be able to navigate a communication system easily. They need prompt responses, direct attention, and straightforward features. Moreover, they need a highly available phone system they can rely on, especially during a disaster.

ShoreTel provides a brilliantly simple solution for government organizations. Our IP telephony system with fully integrated unified communications (UC) provides the cost-efficiency, rich feature set, reliability, and simplicity that governments need to function, serve, and succeed:

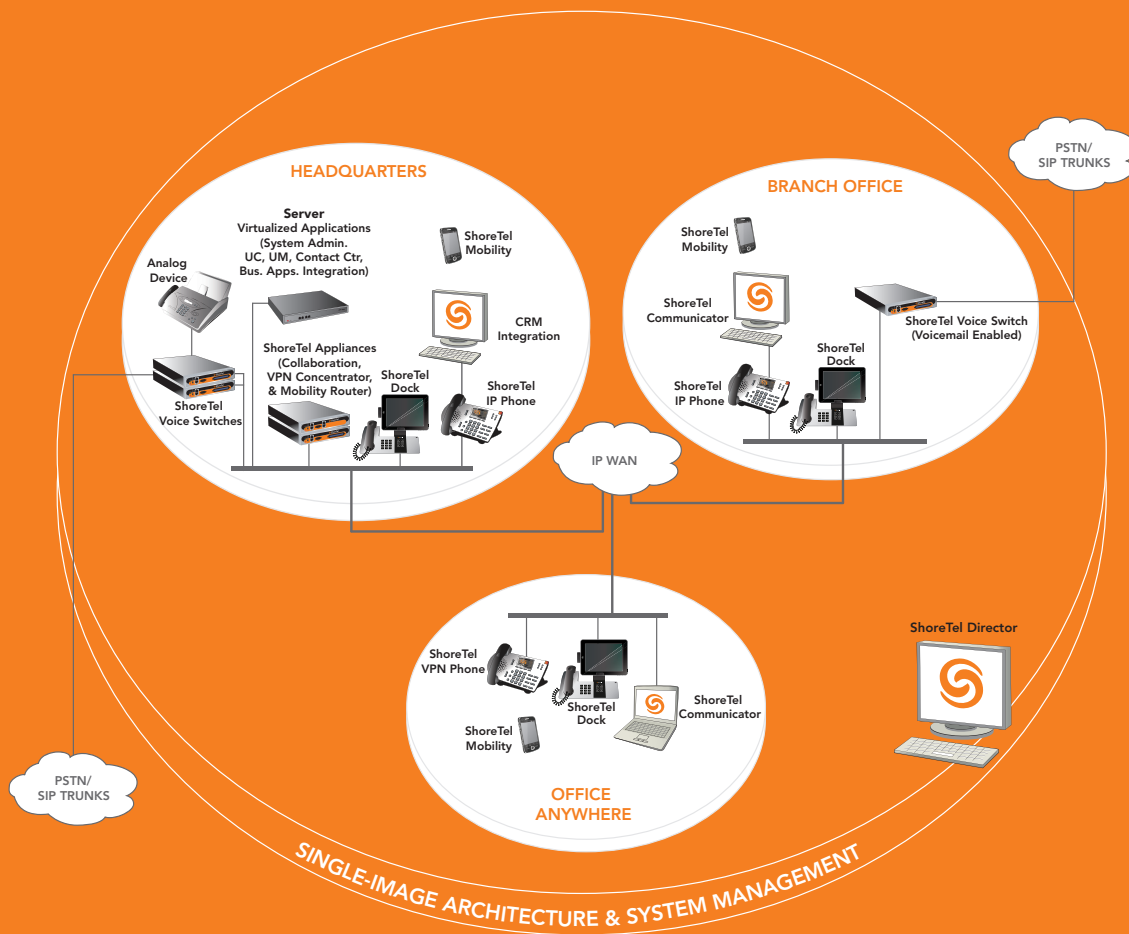
- **Scalability:** ShoreTel efficiently addresses a government agency's need to expand and adapt dynamically, without requiring an extensive infrastructure or technology investment.
- **Availability and reliability:** ShoreTel ensures high-quality services with enterprise-class availability to meet employee and constituent demands.
- **Ease of use and management:** ShoreTel makes it simple to access comprehensive features and functionality without tasking valuable limited resources, and without adding training or management headaches for users, administrators, or constituents.

For cash-strapped agencies looking to do more with less, ShoreTel's built-in advantages ultimately result in lower total cost of ownership (TCO) and higher customer satisfaction—two benefits that always win votes.

## Purchasing Vehicles

- |                         |                       |
|-------------------------|-----------------------|
| • State of Arizona      | • State of Louisiana  |
| • State of Arkansas     | • MiCTA               |
| • CMAS                  | • State of Minnesota  |
| • State of Georgia      | • State of New Mexico |
| • GSA Schedule Group 70 | • State of New York   |
| • KCDA                  | • PEPPM               |
| • State of Kentucky     | • State of Texas      |

# The ShoreTel distributed architecture



## ShoreTel

Leading the industry by a landslide

- ShoreTel has a global presence and works with government agencies of all sizes and political structure.
- ShoreTel has been named best overall VoIP provider for six years running by Nemertes Research.
- ShoreTel continues to win industry accolades and awards from organizations such as Gartner, Deloitte and CustomerSat.

## Scalability

By their very nature, government agencies must be everywhere to serve their public. As such, many government organizations have a number of far-flung offices—some with only a handful of employees and some with hundreds or even thousands.

In many cases, budget constraints prevent agencies from centralizing the management of existing communication systems across these locations and users. Yet productivity, service, and response requirements demand that their phone systems quickly add, subtract, and change account information with ease, especially during emergency situations.

Clearly, scalability is critical. With the ShoreTel system, the process of managing moves, adds, and changes is simple and seamless—and we make integration between geographies and legacy technologies a breeze. Here's how:

- A distributed, switch-based architecture that dynamically scales, so you can quickly accommodate fluctuations in phone lines and users when transitions occur.
- ShoreTel Director, our browser-based management interface, also gives you plug-and-play deployment—so you can rapidly add and then manage new users. New users are automatically assigned an extension, mailbox, and auto-attendant profile, and they're added to an ACD group. It's growth without the complexity.
- Straightforward integration with legacy phone systems means you maintain the ability to scale across multiple offices, geographies, and technologies—without affecting accessibility or service quality.

## Availability and reliability

For most government agencies, reliability is synonymous with success. People need to know their government representatives are available at all times to respond to issues and act promptly—so a reliable communication system is vital.

Likewise, government employees depend on their phone systems to communicate effectively both internally and externally, day and night. They need to know they can get their messages across, especially in the event of a disaster.

ShoreTel helps slash the risk of downtime while increasing availability:

- Because the system leverages a distributed architecture, there is no single point of failure. If one component experiences difficulty, voice switches reroute data transparently.
- ShoreTel further boosts reliability through N+1 redundancy, which enables a single ShoreTel switch to back up any number (N) of other switches. The ShoreTel system also achieves redundancy to deliver more than 99.999 percent (five nines) availability.
- Unique features—including Find Me Follow Me, wireless integration, and Office Anywhere—support mobile and emergency government workers both within the office and on the go.
- ShoreTel reliability is extended through secure communications capabilities that help government agencies avoid the risks of viruses or other attacks. ShoreTel also offers features to prevent eavesdropping in sensitive environments.

## Ease of use and ease of management

When government agencies implement a communications system, they want something that's user-friendly for all parties, from employees to residents to administrators.

When they interact with government, people need fast responses, self-service tools, and the ability to find who they're looking for quickly. Government employees need simple yet advanced functionality that makes both people and data accessible from multiple locations or devices. And administrators need management features that eliminate time-consuming setup and configuration processes.

ShoreTel's IP telephony system cuts the red tape for users and administrators alike:

- ShoreTel's easy-to-navigate interface requires little training, so employees are up and running on the system in no time.

"In addition to exceptional reliability, we've seen huge time savings and are paying about the same amount as our old system for far greater functionality. We're now looking at ways we can further improve productivity, including integrating our billing system to make it quicker and easier for customers to pay. This level of flexibility has improved our business agility and means we're well-positioned for future market changes."

— MIKE FAWBUSH, Information Systems Manager  
Morristown Utility Systems, Tennessee

- Easy-to-understand options for self-service, based on ShoreTel's Interactive Voice Response (IVR) application, simplify call placement and speed for employees, constituents, and other callers. Employees can use 4-digit dialing internally to other offices, or even dial co-workers by name. And constituents can simply dial one number, regardless of office, and the automated attendant directs them to the right place.
- By integrating ShoreTel Communicator (formerly ShoreTel Call Manager) with a desktop email application, such as Microsoft Outlook, employees can quickly type in a name, bring up a number, and make calls from local online directories—all with a click of the mouse. In addition, ShoreTel Communicator lets employees know before they dial if the person they're intending to call or transfer to is on another line.
- ShoreTel centralizes voicemail and email for one-stop communications management. ShoreTel Director allows administrators to access the system from anywhere on the network and easily manage every site and feature.
- Easy integration with both off-the-shelf and custom government agency applications makes it possible to deliver new services without hassle—so callers can make their own public resource reservations, request or set their own appointments, and access their records automatically.

“There are days when I spend all my time on calls, yet never touch the phone. Everyone loves the ability to easily handle and process calls and combine personal contacts for one-click dialing.”

— BORIS NASCHANSKY, Chief Information Officer  
City of Lakewood, Colorado

#### Customers elect ShoreTel for their phone system needs

Without a doubt, ShoreTel’s customer satisfaction levels rank consistently highest in the IP telephony space.

Here’s why:

- The highly scalable and extremely reliable ShoreTel solution helps government organizations accommodate high call volume with ease regardless of time or situation—so constituents are always given a chance to speak their minds.
- ShoreTel’s ease of use and management frees government staff to spend more time on pressing business tasks, and helps dramatically lower total cost of ownership.
- Greater employee productivity means government agencies accelerate response times on the issues that affect constituents daily.
- ShoreTel improves customer service by simplifying the process of tracking phone calls, exporting and distributing original voice mail messages, and logging call histories for each number.
- Self-service options help constituents or other callers get the information they need quickly—with no frustrating wait time.
- Comprehensive features give users the flexibility to leverage the mode of communication that works best for them, including voice, video, and data.

## Benefits

### ShoreTel cuts total cost of ownership for a ballot-pleasing budget

Thanks to its scalability, reliability, and ease of use and management, the ShoreTel system often helps government agencies reach full return on investment (ROI) in less than a year.

Here's how it happens:

- Seamless scalability and easy integration dramatically reduce the time and cost required to process moves, adds, and changes.
- With extreme reliability and N+1 redundancy, government organizations dramatically reduce the costs associated with unplanned failures or downtime.
- Centralized, simplified management helps decrease administrative overhead, while ease of use reduces the need for helpdesk calls.
- ShoreTel also lets you cut extraneous charges. For example, agencies can eliminate long distance toll charges by sending voice calls over the existing data network. They can also share voice trunks between locations and reduce the number of leased phone lines. And they can save on costly teleconferencing services with ShoreTel's conference bridge.
- Finally, ShoreTel's easy-to-use interfaces and unified applications help ramp up productivity and jumpstart response times—so employees can make more valuable contributions throughout the work day while staying aligned with organizational goals.

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## About ShoreTel

ShoreTel is a provider of business communication solutions whose brilliantly simple unified communications platforms, applications and mobile UC solutions promise a new rhythm of workforce engagement and collaboration. With costly complexity eliminated by design from its award winning, all-in-one IP phone system, UC and contact center solution, and its industry leading hosted business phone system, workers enjoy a freedom and self-reliance that other providers can't match. Users have full control to engage and collaborate, no matter the time, place or device, for the lowest cost and demand on IT resources in the industry. ShoreTel is headquartered in Sunnyvale, California, and has regional offices and partners worldwide. For more information, visit [shoretel.com](http://shoretel.com) or [shoretelsky.com](http://shoretelsky.com)



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+1 (800) 425-9385 Toll Free +1 (408) 331-3300 Tel. +1 (408) 331-3333 Fax for ShoreTel

+1 (646) 230-5000 Tel. +1 (646) 230-5001 Fax for ShoreTel Sky

+800 408 33133 Freephone +44 (1628) 826300 Tel.

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Beating communications complexity.  
**EDUCATION**

“ShoreTel allowed us to integrate our legacy Alcatel system, so we could migrate to the new ShoreTel system as time and budgets permit. It was relatively simple to set up the basic integration. We can easily transfer and pick up calls between our Alcatel and ShoreTel systems.”

— CARLOS ALBERTO FRANCO REBOREDAZ  
Technology Education Coordinator  
University of Guadalajara

#### ShoreTel in education

- **Scalability:** Dealing with multiple campuses or buildings? Managing legacy systems in the midst of changing demographics or significant growth? ShoreTel helps ensure your system expands to support your needs as budget and resources permit, and without demanding a costly infrastructure overhaul.
- **High availability and reliability:** When parents, teachers, students, and staff need to share vital, or even safety-related, information, ShoreTel answers the call for reliable uptime around the clock—while maintaining superior features and voice quality.
- **Ease of use and management:** ShoreTel provides effortless, intuitive communications for all users—from administrators to students—eliminating IT complexity, and the need for extra training or niche skills.

## Overview

Regardless of size or academic capacity, educational institutions all share a need for advanced, reliable communications systems. Not only must students, staff, parents, and teachers regularly communicate to share critical news and updates, but they must often do so from mobile devices, remote locations, or extended campuses. What's more, the populations on those campuses are typically in flux as students graduate, teachers move on, and administrative headcount shifts. That means scalability and ease of management on a secure and highly available platform are extremely important.

To top it off, most schools also now expect superior communication service and collaborative capabilities that incorporate the latest technologies and media—often integrating new with old. And while this is an industry focused on learning, no one has the luxury of spending hours in training just to grasp basic phone features or understand system management.

For many educational institutions, the challenge is that educational budgets and IT resources rarely reflect these high expectations. As a result, schools and other educational facilities must endure an ongoing lesson in delivering quality on limited operating expenses.

Fortunately, ShoreTel provides a brilliantly simple solution for educational institutions. Our IP telephony system with fully integrated unified communications (UC) provides the cost-efficiency, rich feature set, reliability, and simplicity needed by the education industry to function, serve, and succeed:

- **Scalability:** ShoreTel efficiently handles ever-changing populations of users, campus expansions, and legacy integrations—so IT staff can rapidly conduct moves, adds and changes without massive infrastructure or technology costs.
- **Availability and reliability:** ShoreTel delivers the superior 24/7 reliability and performance levels required to help ensure communications quality and student safety.
- **Ease of use and management:** ShoreTel's intuitive interfaces and features make system navigation and upkeep simple, so users have easy-to-use tools at their fingertips to help them be productive, and administrators save time and IT resources to focus on core educational projects.

Even better, the ShoreTel system turns these advantages into a winning combination: lower total cost of ownership (TCO) and higher customer satisfaction.

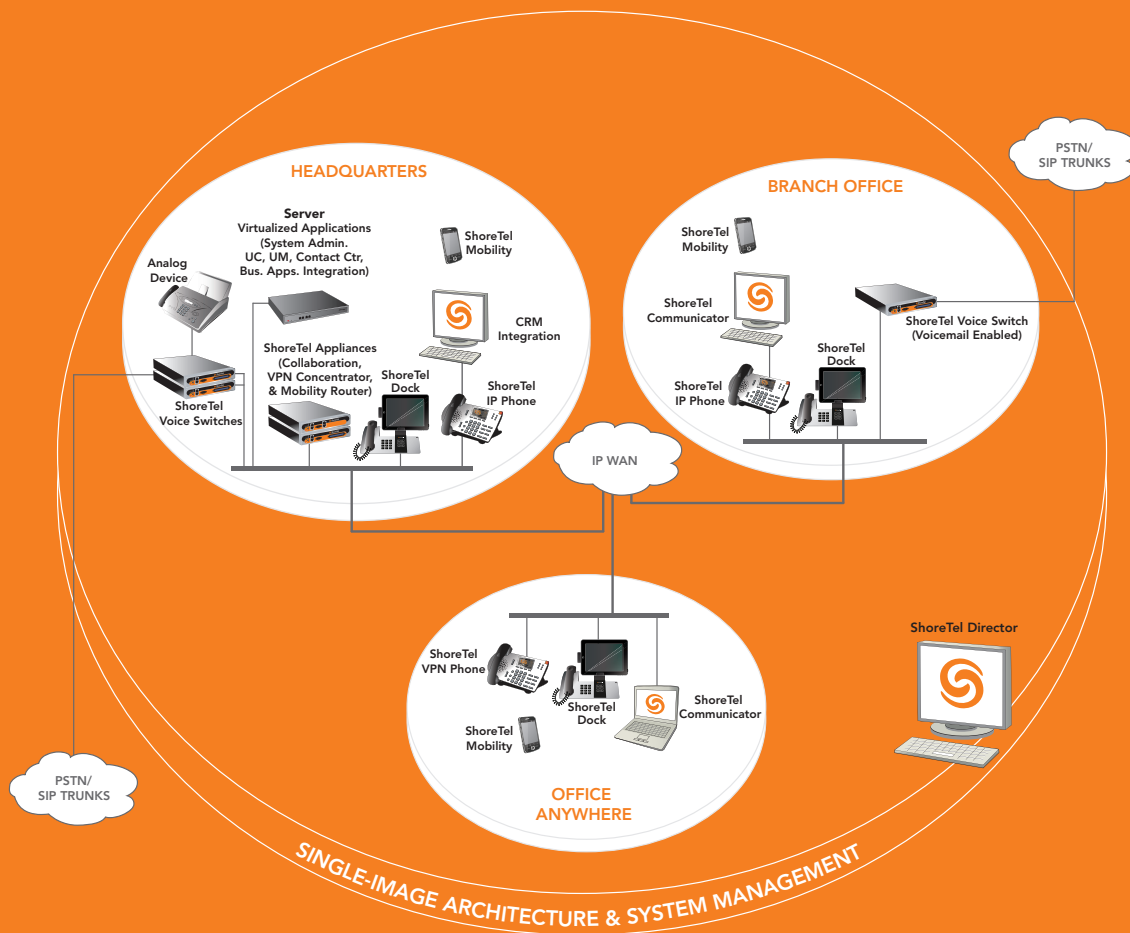
### Purchasing vehicles

- MiCTA
- PEPPM
- GSA
- TIPS/TAPS
- State Contracts  
—AR, CA, LA, NM, NY, OH, TX

### Associations

- ACPE
- ACUTA
- CETPA
- CISOA
- EDUCAUSE
- PETE&C

# The ShoreTel distributed architecture



## ShoreTel At the head of the class

- ShoreTel has a global presence, with product support in multiple languages around the world.
- ShoreTel has been named best overall VoIP provider for six years running by Nemertes Research.
- ShoreTel consistently wins awards and industry accolades for its exceptional focus on customer satisfaction.

ShoreTel's unique architecture distributes intelligence throughout the system and is designed with N+1 redundancy built in for high availability.

## Scalability

As districts widen and consolidate, and campuses spread, growth is often an unavoidable challenge. Very few educational facilities have the resources to make a complete system overhaul when switching to IP-based communications. For most campuses and districts, accommodating growth takes time and must incorporate the ability to migrate transparently between technologies.

With the ShoreTel UC system, administrators can easily perform moves, adds, and changes to take on thousands of users across many locations, even as they ensure a natural integration process between ShoreTel and legacy systems. Here's how we make it work:

- A distributed, switch-based architecture with modular scalability, to grow as needed.
- Straightforward integration with existing phone systems gives you the agility to grow your system as time and budget permit, even in hybrid environments.
- ShoreTel Director, our browser-based management interface, also enables plug-and-play deployment—so you can activate new accounts with the click of a mouse. ShoreTel Director immediately recognizes and configures all active ShoreTel IP phones on the network, eliminating lengthy manual processes.

## Availability and reliability

Many educational institutions are more than just classrooms or offices—they are homes for thousands of students, who need to know they can communicate with friends, family, teachers, and staff at any hour. And that need for reliable communication isn't only an educational requirement; at times, it's a matter of safety. When school administrators are responsible for the well-being of students, they must provide a telephone system that functions without fail during emergencies, and that offers parents real peace of mind.

ShoreTel provides maximum availability to educational facilities, so they can effectively eliminate the risk of downtime:

- No single point of failure, so if one component experiences difficulty, traffic data automatically reroutes to other voice switches.
- N+1 redundancy means a single ShoreTel Voice Switch can back up any number (N) of other switches. The ShoreTel UC system also sustains redundancy through embedded call control, distributed call control, and failover for IP telephones, Public Switched Telephone Networks (PSTNs), Ethernet ports, and power. These advantages combine to deliver more than 99.999 (five-nines) availability.
- Unique features—including Office Anywhere, Find Me Follow Me, E911 emergency notifications, and built-in messaging—empower users to maintain mobility and connectivity, even in remote campus locations or during an emergency.
- Because the system uses the PSTN, ShoreTel can deliver reliable voice quality even when Internet accessibility isn't possible.

## Ease of use and ease of management

When your primary occupation is either teaching, studying, or managing a learning curriculum, you want your technology to support your efforts—not complicate them. Educational institutions need phone systems that are simple to navigate and that promote strong collaboration, without compromising on response time, service quality, or functionality. System administration must be centralized and straightforward to easily fit within the reach of small IT departments and minimize the need for helpdesk support.

ShoreTel's IP telephony system simplifies use and management across the board:

- Clear-cut navigation and features require little to no training, so users and administrators gain familiarity almost instantly.
- ShoreTel centralizes voicemail and email for one-stop communications management. ShoreTel Director allows administrators to access the system from anywhere on the network and easily manage every site and feature, including voicemail, automated attendant, and desktop applications.

“The savings we realize every year with the ShoreTel system—which we estimate at \$202,000 per year—are even more than the one-time implementation cost.”

— BILL GRUSZKA, Chief Information Officer  
Southern Polytechnic State University

- Simple self-service options, based on ShoreTel's Interactive Voice Response (IVR) application, facilitate call placement and speed for students, teachers, parents, and staff. Callers can use 4-digit or name-based dialing across campuses or between buildings, and an automated attendant will direct them appropriately.
- ShoreTel further eases phone system usage with high-productivity features. User-friendly PC interfaces make “on-the-fly” conferencing, including video, and document sharing a snap, so teachers and students can easily communicate regarding important class materials or assignments.
- By integrating ShoreTel Communicator (formerly ShoreTel Call Manager) with a desktop email application, such as Microsoft Outlook, callers can easily take advantage of integrated messaging capabilities—including directory dialing, contact screen pop, caller ID, call waiting, and calendar integration. And voicemail messages can be stored and delivered as WAV files, so students and teachers can access messages via email when they're away from the phone, and system administrators gain a simpler way to keep tabs on support or other requests.
- ShoreTel's hunt group capability can also ensure all calls are answered by a live person, rather than by voicemail. For example, calls can ring multiple administrative extensions in a specified sequence or all at once, so callers get ready access and responses—which can be especially important during emergencies or when critical student or class data must be communicated fast.

“The ShoreTel system was very intuitive, easy to set up and easy to manage. A person can use the Web interface to make moves, adds and changes right from their desk. It’s amazing how easy it is compared to other systems.”

— JEFF ROLLER, Internet Systems Analyst  
Amarillo Independent School District

#### Students, teachers, and staff give ShoreTel high marks

Without a doubt, ShoreTel’s user satisfaction levels rank consistently highest in the IP telephony space. That’s because our customers’ customers overwhelmingly approve of ShoreTel features and benefits.

Here’s why:

- The extremely reliable ShoreTel solution helps educational institutions deliver the quality services callers expect, even when the number of users scales up or down, and even when integrating with legacy technologies.
- ShoreTel’s ease of use and management frees IT staff to spend more time on bigger support issues in need of rapid response.
- High-productivity communication functionality helps students and teachers perform better, while boosting the school’s reputation for quality and achievement.
- ShoreTel improves user support by simplifying the process of tracking request calls and voicemails—so students, parents, and teachers feel properly attended to when they have questions.
- Self-service options help callers get accurate answers and find the right people fast. No more frustrating call mazes!
- Comprehensive features let users choose voice, video, or data messaging technologies, so they have the flexibility to keep up with the latest trends—which can be important to younger student populations.

## Benefits

### ShoreTel reduces phone system “expenditures” through lower total cost of ownership

Thanks to its scalability, reliability, and ease of use and management, the ShoreTel system often helps educational facilities attain full return on investment (ROI) in under a year’s time, and offers one of the lowest total cost of ownership in the industry.

Here are the reasons:

- Superior reliability and N+1 redundancy help cut the risk and expense of system failures or downtime.
- ShoreTel’s easy-to-use interfaces and unified applications help callers serve themselves and get quick responses—so administrators can minimize helpdesk calls and focus on more productive tasks.
- Newfound productivity translates to lower costs and greater savings, thanks to centralized system access and more intuitive moves, adds, and changes.

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+61 (0)2 9959 8000 Tel.

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WHITE PAPER

# SAVINGS AND GAINS ANALYSIS FOR GOVERNMENT AGENCIES AND EDUCATIONAL INSTITUTIONS

The ShoreTel TCO Tool as a comprehensive  
analytical guide to the decision-making process

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## 1. Introduction

Today's government environment is characterized by shrinking budgets, increased transparency, an accelerated flow of information and communication, and higher expectations from tax payers to cost-effectively deliver government services. The communications challenges that arise in this new environment invariably impact government agencies' ability to remain flexible and responsive, while offering a high degree of customer service to their local communities. Organizations are rapidly adopting and expanding unified communications (UC) as a strategic response to the need to productively manage communications in a multi-device, mobile and distributed environment; extend the workspace beyond the traditional desktop, speed information access, and dramatically improve collaboration and decision-making processes.

As market shifts drive continued changes in business requirements, and as technological capabilities evolve even more rapidly, government agencies and educational institutions are turning to more robust business and financial analysis methods to validate the investment in these new communications capabilities. Total Cost of Ownership (TCO) has become an important metric for assessing and tracking the risks, costs and benefits of UC solutions under evaluation. TCO enables organizations to compare competing solutions on an equal footing—like for like—and align those solutions with business needs, while understanding the effects of future requirements and functionalities.

The focus of the ShoreTel TCO Tool is to capture and assess all of the costs incurred and savings delivered by a state-of-the-art UC solution, for organizations of all sizes. This information can be used:

- As an important technological and financial guide to the decision-making process
- To provide sound empirical evidence to support the best UC technology choice, including product functionality and future services needs
- To help organizations determine future costs and plan for increased efficiencies
- To capture the organizational impact of product and system management complexity, as it varies across UC vendors
- To provide an objective measure of the total business impact of the UC purchase decision
- As a way to effectively compare the advantages between leasing and purchasing a UC system
- To build faster and more robust organizational consensus around the UC purchase decision

The purpose of this white paper is to present and discuss the ShoreTel TCO Tool—an analytical method that informs and accelerates the technology evaluation process by calculating and comparing the TCO of available IP-based UC systems.

## 2. Industry Focus on Total Cost of Ownership

As organizations grow in both complexity and global reach, attaining consensus on technology purchasing decisions from key stakeholders has become increasingly time-consuming and difficult. Yet organizations that can respond quickly to changing marketplaces and rapidly adopt technologies that improve business operations and processes have a distinct competitive advantage.

While it is virtually impossible to predict the exact results of a business decision, effective TCO analysis can help organizations choose and deploy UC solutions effectively, increasing shareholder value and rapidly improving business agility.

In today's economic environment, three industry factors are driving the adoption of TCO as a key criteria for enterprises considering a UC system purchase:

- i. **Shift from “technology” to “economic” buyers with voice over IP (VoIP) market maturity.** The UC industry has seen a recent shift from early-adopter and technology-innovator decision makers, to organizations that are much more concerned with the direct financial impact of their infrastructure purchase decision. This latter group of organizations make their purchasing decisions based on the impact to their business and operational economics (process efficiencies, staff efficiencies, profit contribution etc.), rather than the elegance or power of the underlying architecture and technology. This shift is consistent with the general mainstream adoption and recent maturing of the UC industry.
- ii. **Larger state, local and educational organizations are beginning to adopt UC.** ShoreTel has seen rapid recent growth in the number of large governmental organizations (>500 phones) adopting UC for the first time. Such buyers generally employ dedicated IP telephony professionals who are more likely to purchase a UC system based on its broader financial impact on their business.
- iii. **Macro-economic uncertainty.** Existing legacy time-division multiplexing (TDM) solutions have come under increased scrutiny in recent years as their maintenance costs increase, and as they increasingly fail to deliver the productivity benefits that are now offered by modern IP-based UC solutions. Periods of economic uncertainty often force a greater level of focus on these existing costs, and lead to a renewed urgency and attention on technology to drive out these inefficiencies. These same factors are forcing organizations and vendors to develop a robust, credible, complete, multiyear cost analysis to justify these investments, and choose the platform that will deliver on such cost reduction promises.

## 3. Design Principles for an Effective TCO Tool

ShoreTel has developed the TCO tool as a proprietary analytical assessment, designed to help organizations calculate and compare the TCO of alternative UC systems over

multiple years. This information is key to understanding the costs, risks and benefits associated with a UC system purchase, and serves as a valuable guide to the buyer's decision-making process.

The TCO Tool was designed to be powerful, flexible and extremely easy to use, and was implemented with the following key design principles:

- **Third Party Data.** The tool makes exclusive use of independent, third-party data for driving each of the TCO cost computations. This approach maximizes the credibility and audit-ability of the underlying cost data, and increases the likelihood that organizations will take ownership of the TCO computations and results, and the investment decisions that flow from such analysis.
- **Configurable.** The tool can be rapidly configured for any organization's exact circumstance, including industry vertical, number of phones and sites, analog mix, trunk density, etc. This ensures that TCO computations, while based on industry data, are adapted and configured for each organization's specific telephony requirements and circumstances.
- **Customizable.** Organizations are able to update or override cost assumptions or results at each calculation step. They also have the ability to define the measurement period. This ensures each organization's experience and/or actual cost data is incorporated into the final TCO result.
- **Accuracy.** ShoreTel continues to work with industry analysts to increase survey coverage, improve survey methodology, and increase the granularity of the underlying cost data.
- **Full Competitor Coverage.** The ShoreTel TCO Tool is able to provide simultaneous and parallel cost calculations for TDM and a number of UC solution alternatives, including those from Cisco, Nortel, Avaya and Mitel.
- **Designed for both IT and Finance Users.** In addition to providing valuable IT insight, the ShoreTel TCO Tool provides automatic calculation of key financial ratios that enable financial decision makers to rapidly assess the financial viability and attractiveness of each UC alternative.
- **Easy to Use.** The tool provides easily understood and compelling graphical output, linked automatically to the TCO cost results.