

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH WINDSTREAM COMMUNICATIONS, INC. FOR THE PURCHASE OF A TELEPHONE SYSTEM AND RELATED SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, this Council desires to authorize the Mayor and the Finance Director to enter into a contract with Windstream Communications, Inc. for the purchase of a ShoreTel telephone system and related support services.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit , State of Ohio, that:

- SECTION 1. That the Mayor and Finance Director are hereby authorized to enter into a contract with Windstream Communications, Inc. for the purchase of a ShoreTel telephone system and related support services, in an amount not to exceed \$75,000.00, in accordance with the proposal and terms and conditions attached hereto as "Exhibit A", which is incorporated herein fully as if by reference, subject to final approval of the Law Director.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing installation of necessary telecommunications equipment for the daily operation of the Village at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-15-2014

Frick Atkinson
President of Council

Bethlehem Bashaw
Mayor

Dated: 4/16/14

ATTEST:

Rebecca A Garner
Clerk of Council

windstream.



Windstream Communications, Inc.

4059 Kinross Lakes Parkway
Richfield, OH 44286

234 246 1057

john.kainrad@windstream.com

Purchase Order
Agreement

Pricing Valid for 30 Days

Bill To:

Village of Richfield
Tim Baker
4410 W. Streetsboro Road
Richfield, Ohio 44286

330-659-9201

Ship To:

Village of Richfield
Tim Baker
4410 W. Streetsboro Road
Richfield, Ohio 44286

330-659-9201

Order # ISGQ79210

Date 03.12.14

ISG Rep JDKAINRAD

Dept.

F.O.B.

Terms NET 30

P.O. #

See Statement of Work

Line	Qty	Description	Unit Price	Ext. Price
1		ShoreTel Telephone System		
2	1	SBE 100 Bundle w/ ShoreGear 220T1A (Includes ShoreTel Server and 50 Ext.& Mailbox licenses)	\$6,682.73	\$6,682.73
3	1	ShoreGear 220T1A	\$5,109.40	\$5,109.40
4	1	ShoreGear 90	\$2,356.07	\$2,356.07
5	1	ShoreTel 14.2 Software	\$0.00	\$0.00
6	2	Kit, rack mounting tray for ShoreGear Switch	\$74.73	\$149.46
7	3	Kit, Analog Harmonica & Telco 25PR (FF) Cable for ShoreGear Switches	\$77.88	\$233.64
8	3	Miscellaneous Materials	\$133.33	\$399.99
9				
10		ShoreTel Licenses		
11	44	Extension-only License	\$110.13	\$4,845.72
12	19	Mailbox-only License	\$70.80	\$1,345.20
13	24	SIP Trunk Software License	\$39.33	\$943.92
14	50	Personal Access License	\$0.00	\$0.00
15	5	Operator Access License	\$468.07	\$2,340.35
16				
17		ShoreTel Telephones and Accessories		
18	19	ShorePhone IP115 (Black)	\$125.08	\$2,376.52
19	47	ShorePhone IP230 (Black)	\$203.75	\$9,576.25
20	13	ShorePhone IP230G (Black)	\$258.81	\$3,364.53
21	2	ShoreTel IP Phone IP480G	\$290.28	\$580.56
22	2	ShorePhone BB24	\$235.21	\$470.42
23	2	ShorePhone Power Adapter for Ethernet Speed of 10/100/1000	\$27.53	\$55.06
24	2	IP930D DECT Phone (Includes base, handset & charger)	\$559.07	\$1,118.14
25				
26		ShoreCare Partner Support (1 Year Phones not included)		\$1,622.91
27				

Continued on Next Page.....



Line	Qty	Description	Unit Price	Ext. Price
28		UPS (Back Up Power)		
29	1	Tripp Lite 5000VA Rack/Tower UPS (Police)	\$2,854.33	\$2,854.33
30	1	Tripp Lite 3000VA Rack/Tower UPS (Admin)	\$1,239.26	\$1,239.26
31	1	Tripp Lite Battery Pack (Admin)	\$350.86	\$350.86
32	3	Tripp Lite 1500VA Rack/Tower UPS (1 per site: Fire/Service/Rec Center)	\$566.14	\$1,698.42
33	3	Tripp Lite Battery Pack (1 per site: Fire/Service/Rec Center)	\$432.33	\$1,296.99
34				
35		PoE (Power over Ethernet) Switches		
36	2	HP 2530 24 Port Layer 2 PoE Switch (Police & Admin)	\$728.78	\$1,457.56
37	2	HP 2530 24G Port Layer 2 PoE Switch (Police & Service)	\$1,220.44	\$2,440.88
38	1	HP 2920 24G Port Layer 3 PoE Switch (Admin)	\$1,900.18	\$1,900.18
39	1	HP 2820 24 Port Layer 3 PoE Switch (Rec Center)	\$1,110.88	\$1,110.88
40	1	HP 2530 48 Port Layer 2 PoE Switch (Fire)	\$1,228.99	\$1,228.99
41	1	7ft. (4) Post 19" Quadra Rack (Rec Center)	\$441.21	\$441.21
42				
43		Professional Services and Installation		
44	2	1 Additional test agent for VoIP Readiness Assessment	\$160.00	\$320.00
45	1	VoIP Readiness assessment - remote	\$1,600.00	\$1,600.00
46	1	Professional Services	\$2,632.50	\$2,632.50
47	1	Installation	\$9,595.00	\$9,595.00
48				
			SubTotal	\$73,737.93
			Sales Tax	TBD
			Shipping	TBD
			Total	\$73,737.93

Accepted by Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

Accepted by Windstream Communications, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Required Purchase Information

Windstream shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from Windstream:

Cash Purchase: _____ EFS Lease: _____ Direct Lease: _____

Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to Windstream the valid credit and order confirmation from the Customer's leasing organization.

Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can be processed. Customer understands that it may be required to submit a security deposit in advance of Product shipment, based on the findings of Windstream's credit review.

Purchase Order Agreement Terms & Conditions

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from Windstream as listed above.
2. **Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by Windstream in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from Windstream, all of which may be additionally invoiced to Customer. If Customer has provided Windstream with a valid exemption certificate, Windstream shall not invoice Customer for any applicable federal or state sales, use, value added or privilege tax. Exemption certificates not supplied in advance of the Customer Order will result in Windstream invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: 6000 Irwin Road, Mount Laurel, NJ 08058.
3. **Cancellation.** Customer acknowledges and agrees that only new, unopened Products will be accepted by Windstream and eligible for returns and any applicable credit.
 - (a) **Pre-Shipping.** If Customer cancels any portion of its Order prior to the shipment date, Customer agrees to pay Windstream a liquidated damage (not a penalty) totaling fifteen (15%) of the cancelled Order amount, plus any Cancellation Fee and/or Restocking Fee imposed on Windstream by the applicable equipment manufacturer.
 - (b) **Post-Shipping of Product Before Installation.** If Customer cancels any portion of its Order after shipment has occurred but before installation, Customer shall receive a credit for the invoice amount of the cancelled portion of its Order minus (a) a liquidated damage (not a penalty) totaling fifteen percent (15%) of the invoice amount related to the cancelled portion of its Order, minus (b) any Restocking Fee or Cancellation Charge imposed on Windstream by the applicable Product manufacturer, minus (c) all applicable shipping costs (original and return shipping costs).
 - (c) **Post-shipping of Product After Installation.** If Customer cancels any portion of its Order after shipment and installation have occurred, Customer shall not be entitled under any circumstances to receive a credit on the return of any Product to Windstream.
4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until Windstream receives the full invoiced amount due hereunder from Customer, Customer grants to Windstream a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support Windstream in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from Windstream to Customer upon initial delivery by Windstream or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, Windstream will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. Windstream shall use commercially reasonable efforts to meet Customer's requested delivery dates, but Windstream does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.
5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from Windstream. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Windstream personnel or the Products. Windstream shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If Windstream is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND WINDSTREAM SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO WINDSTREAM FOR THE PRODUCTS. In such an event, Windstream shall pay all applicable shipping charges to have the equipment returned to Windstream. If Customer is unable or unwilling to schedule or accept delivery or installation on the date Windstream tenders delivery or installation, Windstream shall have the right to initiate billing for the amounts due hereunder as of the date delivery or installation was tendered. Product prices and service charges are subject to change at Windstream's sole discretion if Customer delays delivery or installation by more than thirty (30) days.
6. **Installation and Configuration.** If applicable, Windstream will provide installation and configuration services purchased by the Customer as described in the Order listed above.
7. **911 Liability Limitation and Waiver.** Customer acknowledges that in the case of emergency, the location of the calling party is critical to the safety and security of occupants at Customer's premise. Voice over Internet Protocol ("VoIP") Products ordered by Customer from Windstream, which is acting as merely a reseller of such Products, may not permit the Public Safety Answering Point ("PSAP") to identify Customer's location for the purpose of dispatching emergency services when someone dials 9-1-1. The inability of a PSAP to identify Customer's location may result in emergency services such as, but not limited to, police, fire and ambulance services being unable to locate and reach Customer's location in an emergency situation (hereinafter referred to as "911 issues").

In addition to the general Limitation of Liability in this Agreement, Customer expressly waives any and all liability against Windstream and its employees, officers, directors, attorneys, representatives, predecessors, successors, assigns, parent companies, subsidiaries, owners, and affiliates related in any way to 911/E911 issues. Customer understands and agrees that additional limitations of liability provisions may apply under the relevant Windstream tariffs. Customer assumes full responsibility for the routing of emergency service calls and hereby agrees to indemnify and hold Windstream, and its personnel, officers, employees, directors, agents, and affiliates, harmless against all suits, liabilities, damages, penalties and the like, relating to or arising from, injuries, death, and/or property damage from any improper routing of 911, 9-911 or other emergency services calls that originate from Customer's location(s).

8. **WARRANTIES/DISCLAIMER. NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WINDSTREAM DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY WINDSTREAM. WINDSTREAM WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES WINDSTREAM IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT WINDSTREAM WILL RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

9. LIMITATION OF LIABILITY. EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF WINDSTREAM, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO WINDSTREAM FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY WINDSTREAM'S SOLE NEGLIGENCE, WINDSTREAM'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL WINDSTREAM OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION WINDSTREAM PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF CHARGE, WINDSTREAM'S TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED US\$5.00 OR IT'S EQUIVALENT IN LOCAL CURRENCY. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN THE EVENT OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

10. Miscellaneous. Windstream and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the Windstream Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from Windstream and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither Windstream nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this Agreement is declared invalid, the remaining provisions will remain in force.

11. Return Policy. When Customer is required to return any Product to Windstream for warranty service, Customer agrees to obtain Windstream's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by Windstream on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by Windstream. Windstream will return to the Customer any repaired or replaced Products at Windstream's expense. Windstream is responsible for loss of, or damage to, Customer's Product while it is, a) in Windstream's possession, or b) in transit back to Customer. Any returned Product becomes Windstream's property and, subject to Windstream's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by Windstream. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered.

12. Windstream Services.

(a) Windstream's ability to deliver the Products and services ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer. Customer acknowledges that all time and material cost quoted in this Agreement are estimates. Windstream will invoice and Customer agrees to pay Windstream for all actual time and materials costs incurred to install the Products ordered by the Customer at the rates set forth herein.

(b) Services for new installations. Customer is required within two (2) Business Days (defined as Monday through Friday, excluding any Windstream-recognized holidays) to execute and return to Windstream the Letter of Acceptance confirming the Products have been fully installed. Failure to timely return such Letter of Acceptance shall constitute Acceptance. Upon Acceptance, Customer has until 5pm Eastern Time on the fifth (5th) Business Day to timely report any system Malfunctions. If such malfunction is timely reported, Windstream will provide the necessary corrective action, free of charge, provided such malfunction is solely caused by acts performed by Windstream or its representative. If such malfunction is caused by any other reason, Customer shall be solely liable for all corrective services performed by Windstream and invoiced to Customer. If any malfunction is not timely reported, regardless of its cause, Customer agrees to pay Windstream the time and material rates herein, for all necessary corrective action.

(c) Upon completion of any service performed by Windstream, Customer has until 5pm Eastern Time on the 2nd Business Day following the date the service was completed in order to re-open the service request and not incur additional service-related charges Invoiced by Windstream.

(d) Services Rates and Minimum Increments. For remote service performed by a technician over the telephone, Customer acknowledges and agrees to pay Windstream a \$125.00 hourly rate with a minimum service increment of 30 minutes. For dispatch service performed by a technician at the Customer's premise, Customer acknowledges and agrees to pay Windstream a \$125.00 hourly rate with a minimum service increment of two (2) hours. For remote service performed by an engineer over the telephone, Customer acknowledges and agrees to pay Windstream a \$180.00 hourly rate with a minimum service increment of 30 minutes. For dispatch service performed by an engineer at the Customer's premise, Customer acknowledges and agrees to pay Windstream a \$180.00 hourly rate with a minimum service increment of two (2) hours. For any over-time service performed during non-standard work hours (with standard work hours defined as Monday through Friday 8 am local time to 5 pm local time), Customer agrees to pay Windstream 1.5 times the current Windstream hourly rate listed above and be liable for the same minimum service increments in effect. The determination of whether a Technician or an Engineer must provide the service is exclusively mandated by the manufacturer of the Product ordered by the Customer.

(e) Customer acknowledges and agrees that Windstream shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If Windstream is required to perform work on Customer's existing cables and jacks in order to accommodate the Products ordered by the Customer, Customer agrees to pay Windstream on a commercially reasonable time and material basis based on the rates listed above in Section 12(d) after notifying Customer and obtaining Customer's permission.

(f) Windstream recommends that Customer obtain a network assessment prior to deploying any VoIP Products. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Windstream is expressly not liable for any voice quality issues if Customer failed to have performed a network assessment from a qualified provider.

(g) Customer agrees that Windstream will support all off net, home or "road warrior" VoIP access to voice CPE on a time and materials basis based on the rates listed above in Section 12(d) due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Windstream simply warrants to use commercially reasonable efforts to accommodate Customer in such circumstances.

(h) Services may be provided by a Windstream affiliate or subcontractor selected by Windstream at its sole discretion.

**Customer:**

Village of Richfield

Project Name and Work Site:

ShoreTel Solution

4450 West Streetsboro Road

Richfield, OH 44286

(031414-VoR_ST_SBE)

1. Overview

- 1.1. This Statement of Work describes the Installation Services to be performed by Windstream and the terms and conditions under which the services will be provided.
- 1.2. This project includes the installation of a multi-site ShoreTel solution. Included are 83 IP telephones, 6 IP Console and 48 SIP trunks. Details of the licensing and applications are included in section 3 of this document.
- 1.3. UPS systems are included for each site according to the information provided by the customer to provide 1 hour of reserve power for customer data switches and the equipment in the proposal.
- 1.4. All additional required network equipment not included in the proposal including but not limited to PoE switches, routers, Cat5e wiring, Cat5e jumpers, patch panels, racks, shelves and any required servers will be provided by the customer. Additional network requirements are included in this document.

2. Statement of Services

- 2.1. This project is priced as a single phase installation for each site with all work being performed on consecutive days. Costs related to delays by the Customer that occur after a mutually agreed upon schedule by all parties are not included in this quote and will be billed at the appropriate rate.
 - a. Overtime related activities assigned to this project are all service affecting tasks that will be performed outside normal business hours (non-holiday).
 - b. All other work, including placing and testing of telephones, will be done during normal business hours (Monday through Friday between the hours of 8:00AM to 5:00PM, excluding holidays).
- 2.2. Windstream will install all hardware purchased by the customer on this proposal unless otherwise excluded elsewhere in this Statement of Work. Any hardware not listed, including servers, will be responsibility of the customer.
- 2.3. Windstream will install system application software onto customer provided Server meeting manufacturer's specifications.
- 2.4. Windstream will install and test 7 Ethernet routing switches with PoE.
- 2.5. Windstream will install the equipment in Customer provided rack space.
- 2.6. Windstream will provide system power-up, connectivity to the network interfaces and run diagnostics.
- 2.7. Windstream will verify circuit connectivity to the appropriate network facilities.
- 2.8. Windstream will work with the end user Customer to design telephone templates for standard button and feature placement on the telephone.
 - a. Windstream will provide programming, placement and testing for up to 80 IP telephones.



SMB Statement of Work

Page 2 of 7

- b. Windstream will provide programming, cross connection and testing for dial tone for up to 3 Customer provided analog stations or devices.
- 2.9. Windstream will install and test voice messaging with the following services.
 - a. Windstream will provide programming for up to 85 mailboxes and up to 2 automated attendants.
- 2.10. Windstream will work with the end user Customer to determine trunk routing for programming.
 - a. Windstream will provide programming for up to 9 CO trunks.
 - b. Windstream will provide programming for up to 48 SIP trunks.
- 2.11. Music on Hold.
 - a. For the connection of System to the Customer provided music-on-hold Windstream assumes that the Customer's equipment will be configured to match the types of inputs and cable connectors accepted by the proposed system. Labor to resolve connection issues or troubleshoot problems that are outside of the proposed system is not included and additional charges will apply.
- 2.12. Paging
 - a. For the connection of the telephone system to the Customer provided paging Windstream assumes that the Customer's paging equipment is configured to match the types of inputs and cable connectors accepted by the proposed system. Labor to resolve connection issues or troubleshoot problems that are outside of the proposed system is not included and additional charges will apply.
- 2.13. User Client Software
 - a. For the installation of user client software and licenses Windstream will install with the Customer's designated staff (2) Clients on Customer provided PCs. The Customer's staff will install the remaining clients and licenses. The installation will take place at the primary System installation site and not at a remote location. Prior to Windstream commencing the installation of user clients and licenses the Customer's PCs must meet or exceed the published minimum software and hardware requirements for the client software.
- 2.14. Unified Messaging
 - a. For the installation of Unified Messaging (UM) Windstream will install with the Customer's designated staff three (3) UM clients on Customer provided PCs. The Customer's staff will install the remaining clients. Prior to Windstream commencing the installation of UM the Customer's PCs must meet or exceed the published minimum software and hardware requirements for Unified Messaging.
- 2.15. Windstream will assign a project manager or coordinator to serve as primary interface to the Customer for the duration of the project. This individual has the responsibility to coordinate and manage all project activities and help ensure the project meets its schedule, financial and quality objectives.
- 2.16. Windstream Provided Training
 - a. 12 hours of end user training (telephones with voicemail)
 - b. 4 hours of basic admin training (user/voicemail admin)

--



- c. Windstream's quote assumes all training will be conducted during normal business hours and all training classes are conducted in succession.
- d. The end user customer is responsible for the attendance of its personnel at the time the classes are scheduled.
- e. Supplemental training outside of the schedule and return trips for additional training are not included and will be an additional cost.

2.17. Post Cutover Support

- a. Windstream will provide support for first day of service on the first business day following cutover. Duration will be defined as part of Project Coordinators assessment during Customer scheduling of cutover date and time.

3. ShoreTel Options and Features

3.1. The hardware listed and the ports/licenses engineered in the following sections are not necessarily the capacity of each individual appliance/device. The design takes into consideration the port capacities of a specific unit and the available system resources required to make them work. In many cases, multiple appliances/devices are required for the desired results.

3.2. ShoreTel Hardware

- a. 2 SG220T1a; 1 SG90
- b. 9 Analog Trunk Ports
- c. 3 Analog Station Ports
- d. 19 IP115 Black Telephones (2 extra for Senior Center)
- e. 47 IP230 Black Telephones
- f. 13 IP230g Black Telephones
- g. 2 IP480g Black Telephones
- h. 2 IP930D DECT Telephone (1 extra for Senior Center)
- i. 2 Expansion Modules (24 keys)
- j. 7 PoE Switches
- k. 5 UPS Systems
- l. 2 Power Bricks (for Rec Center)
- m. ShoreTel Server Appliance
- n. Any required Server(s) to be provided by customer (i.e. HQ Server)

3.3. ShoreTel Licenses

- a. 50 Extension and Mailbox
- b. 44 Extension Only
- c. 19 Mailbox Only
- d. 48 SIP Trunks
- e. 100 Personal Access
- f. 6 Operator Access



- 3.4. 1 years of ShoreTel Support (no phones)
- 3.5. Additional ShoreTel Appliances/Applications
 - a. Customer responsible for allocation of IP addresses as specified by manufacturer.
 - b. Customer responsible for appropriate DNS resolution for External and Internal IP addresses
 - c. Customer responsible for providing necessary Active Directory/LDAP integration information.
 - d. Performance and voice quality of IP phones connected via the public internet will not be guaranteed by Windstream due to the inability to provide sustainable bandwidth and QOS.
 - e. Customer responsible for providing necessary Active Directory/LDAP integration information.

4. Customer Prerequisites

- 4.1. Network assessment not required for a digital telephone solution unless networking with remote locations. (See section **VoIP Assessment and Network Readiness** for additional notice.)
- 4.2. Customer will provide equipment rack, backboard, power and grounding in accordance with the manufacturer's specifications prior to the commencement of Windstream's installation.
- 4.3. Customer will verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names and modem numbers) including network diagrams prior to the commencement of Windstream's installation.
- 4.4. Customer will ensure that VPN access to the system(s) is installed no later than the date on which Windstream begins work and it is available 7x24. A dedicated remote-access line and modem is an alternative if compatible with the solution.
- 4.5. The Customer is responsible for ordering of all Telco and network facilities. The Customer will also ensure that the applicable Telco and/or network facilities are delivered to the appropriate equipment location, the demarcation (DMARC) is located near the equipment connecting point, accurately configured and wiring is identified at the DMARC points.
- 4.6. For the placing and/or testing of telephones and/or other station equipment the customer will provide Windstream with clear access to the telephone jack and termination point without having to move furniture or other obstacles. For telephones or devices requiring local power the AC outlets at the desktop will be immediately available to the technician without the technician having to run extension cords, rearrange other devices or otherwise be delayed by, but not limited to, the location or availability of the AC outlet.
- 4.7. Patch cables for patching from switch patch panels to station cable are not included in this quote. Patch cables for IP telephones (unless packaged with the phone) are not included in this quote.
- 4.8. Customer will insure the receipt of all equipment, retain shipping documentation, inventory shipments by box count and report any obvious external damages.

5. Customer Cabling

- 5.1. All station and distribution cabling from the MDF out is new or being reused and its condition is the responsibility of customer.
- 5.2. At a mutually agreed upon date prior to the commencement of this work the customer will provide Windstream's installation team with cable records and blueprints/floor plans that are coordinated



with the cable records and show all data and voice locations that are relevant to Windstream's work activities.

- 5.3. Windstream assumes that all digital and/or analog station cables are home run from the station to the MDF, all intermediate termination points are already cross connected and there are no bridged stations. For IP endpoints, Windstream assumes that an active data port will be available for all locations requiring an IP phone.
- 5.4. Windstream assumes that existing station cables are terminated at the MDF and at the station in a standard configuration that does not require the technician to re-terminate the cable in order to operate the telephone or device.
- 5.5. For existing analog stations and/or devices Windstream's responsibility is to cross connect and test for dial tone.
- 5.6. No MDF re-work is included in this price. It is assumed that there is space for the telephone system's terminal block field without modification to the existing MDF and that the cross connects from the system's terminal block field to the existing station and trunk terminations are in the range of 5 to 15 feet and do not require special routing of the cross connects.
- 5.7. Tone and tag operations are NOT included in this scope of work.

6. Assumptions/Risks/Dependencies

- 6.1. Professional Services pricing for this project does not include support for the Customer provided Data Network, including DHCP/TFTP/HTTP/NETWORK QOS; this includes phone configuration files. These services are available up request at an additional cost.
- 6.2. If this system is networked with other systems, it is assumed that there is a requirement for an IP scheme and networking dial plan. Windstream assumes that these items are already designed and this site has been provided with a numbering scheme that requires no additional database discovery or design other than for the local requirements.
- 6.3. Removal of the Customer's existing telephone system and equipment is not included in this statement of work.

7. Windstream Provided VoIP Assessment

- 7.1. Windstream cannot guarantee the voice quality on the Customer's network. A network assessment/evaluation will be performed prior to deployment of VoIP. To assure the best voice quality, the VoIP network should be configured on a separate QoS enabled VLAN. The network assessment will document the existing customer network and provide a checklist and best practices to follow for issues that need to be changed on the customer network to support VoIP. Changes to the Customer network are not included in the assessment.
- 7.2. Customer must provide a layer 3 switched data network including VLANs isolated for voice devices and applications, DHCP server(s) for allocation of addresses and site specific information, security to prevent unauthorized access to the voice VLANs, and QoS and power requirements to support voice. QoS configurations (tags) are to be provided by the Customer for identifying voice traffic isolated by signaling and media streams. The Customer's network must adhere to strict guidelines to support voice including less than 1% packet loss, less than 100 ms one way delay, less than 20% jitter, and less than 1.0% broadcast traffic. If multicast is to be used, the switch must support IGMP snooping or CGMP, and the router must support PIM if multicast needs to cross VLANs. The scope of this



project assumes the above are met and any work related to issues of the Customer data network are not included in this project.

- 7.3. Any required changes to the configuration or hardware of the Customer's data infrastructure are not included in this design, but can be included on a separate quote at the Customer's request.
- 7.4. This statement of work includes the following Windstream provided VoIP readiness testing.
- 7.5. The Windstream VoIP readiness test looks for common, network problems that are "IP Telephony-killing impairments" and would prevent a successful IP Telephony deployment. The purpose is to identify those problems and recommend actions to resolve the identified impairments. It is a snapshot in time that will help ensure success; however, it is not a guarantee of a successful deployment, nor is it a certificate of fitness. This service provides the customer with a cost-effective review of its existing IP network's ability to support VoIP in association with the pending implementation of a converged solution.
- 7.6. The customer will provide a PC or Laptop for each location that is being assessed so that Software Agents may be installed in order to conduct the assessment and capture reporting. The assessment is done remotely and the customer will need to assist.
- 7.7. Our approach consists of four main phases:
 - a. Assessment Preparation
 - b. Preliminary VoIP Evaluation and troubleshooting
 - c. Comprehensive VoIP Assessment
 - d. Summary of results and VoIP report delivery
- 7.8. **Phase 1 Assessment Preparation** - Windstream and key end-user personnel work together to prepare the location(s) for the VoIP assessment. End user responsibilities:
 - a. Install traffic agent software on site PCs or servers per the emailed instructions.
 - b. Email to Windstream cross reference of traffic agent IP addresses and physical location names.
 - c. Email router private IP addresses and SNMP community strings to Windstream(if router monitoring is required).
 - d. Make sure the following firewall ports are open for the traffic agents to communicate to Windstream test equipment: TCP 4445 (Outbound) and Port 80.
- 7.9. **Phase 2 Preliminary Evaluation** - The objective of this phase is to run preliminary network tests to identify any problems prior to running the comprehensive assessment. It includes loading the network with the planned VoIP call volume to make sure the network will support the planned VoIP call volume prior to running the 1-3 day comprehensive assessment. Up to three preliminary tests can be run.
 - a. End user responsibilities:
 - i. Assist with any needed local debug support during preliminary network tests.
- 7.10. **Phase 3 Comprehensive Assessment** - In this phase, the three day comprehensive VoIP assessment is run. The comprehensive assessment will load the network every 15 minutes with the number of concurrent test calls needed to support the production VoIP system call requirements.



SMB Statement of Work

Windstream's standard loading is up to 149 simultaneous test calls. Additional test call loading is available upon request for an added charge.

- a. End user responsibilities:
 - i. Make sure traffic agent PCs at each site are left running and undisturbed for the entire three day assessment.

7.11. **Phase 4 VoIP Results Delivery** - In this phase, a written report is delivered that summarizes the results of the three day comprehensive VoIP assessment. If needed, a 30 minute debrief of the results will be conducted with the Windstream and the end user customer if a problem was identified. Windstream and end user responsibilities:

- a. Attend the scheduled 30 minute debrief and discussion of the results with the Windstream engineer if needed.
- b. End user responsibilities:
 - i. All traffic agents are to be removed from testing PCs or servers within 2 days after the assessment completion unless Windstream requests they remain in place for further testing.

Balbir Basara
Authorized Customer Representative

Mayor
Title

4/17/14
Date

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Sandy Juhl

Fiscal Officer

4/17/14

Date