

**Berkeley Unified School District**
**Schedule A - ShoreTel Enterprise IP Telephone System**
**ShoreTel CMAS Contract # 3-08-70-2630A**

Line #	Part #	Qty.	Description	Total	Unit	List
1			<b>ShoreTel Software Licenses</b>			
2	30039	89	Extension-only License (FAX, Modem, Phone)	7,476.00	84.00	140.00
3	29152	1	ShoreTel 14.2 Software (General Release)	0.00	0.00	0.00
4	21020	2	Distributed Voice Services License	1,194.00	597.00	995.00
5	30044	22	Additional Site License	6,534.00	297.00	495.00
6	40005	692	Personal Access License	0.00	0.00	125.00
7			<b>ShoreTel Virtual SIP Trunk Licenses</b>			
8	30139	4	Virtual SIP trunk license. Enable 50 SIP trunk on a ShoreTel virtual SIP trunk switch.	9,000.00	2,250.00	3,750.00
9			<b>ShoreTel SG Switches</b>			
10	10259	7	ShoreGear 50 - 1U 1/2 width - Max, 50 IP phones, 2 Analog exts, 4 LS trunks	8,379.00	1,197.00	1,995.00
11	10260	23	ShoreGear 90 - 1U 1/2 width - Max, 90 IP phones, 4 Analog exts, 8 LS trunks	41,331.00	1,797.00	2,995.00
12	10321	2	ShoreGear 24A - 1U width - Max. - 24 Analog ports, or 24 "make-me" conference ports	3,594.00	1,797.00	2,995.00
13			<b>ShoreGear Virtual Switches - VMware only</b>			
14	ST-VIRT-IPP-SW	1	ShoreTel - Virtual IP Phone Switch - Requires VMWare and Virtual capacity license (Can be use as	0.00	0.00	0.00
15	ST-VIRT-SIPT-SW	2	ShoreTel - Virtual SIP Trunk Switch - Requires VMWare and Virtual SIP trunk license	0.00	0.00	0.00
16	ST-VIRT-SA-SW	1	ShoreTel - Virtual Service Appliance - Requires VMWare (IM, Audio & Web Conference)	0.00	0.00	0.00
17			<b>Ingate - SIParator (SIP Trunk Session Border Controller)</b>			
18	80095	20	Ingate SIParator additional 5 SIP session licenses	3,548.57	177.43	230.00
19	80145	2	Ingate SIParator 52. Includes SIP trunking module and 50 traversal licenses for up to 2000 SIP se	9,311.14	4,655.57	6,035.00
20			<b>ShoreTel - E911 Notification</b>			
21	93080	1	ShoreWare Emergency Notification (Upgrade from 5 or less to 6 clients or more) 50 max	1,980.00	1,980.00	3,300.00
22	18062	1	Bundle of Advanced Applications for Staff Emergency Notification & Classroom Phones Managemer	3,000.00	3,000.00	5,000.00
23			<b>ShoreTel IP Telephones - CMAS</b>			
24	10512	756	IP Phone IP420, Bundled with Extension and Mailbox License - GSA Bundle	176,450.40	233.40	389.00
25	10513	500	IP Phone IP480, Bundled with Extension and Mailbox License - GSA Bundle	149,700.00	299.40	499.00
26			<b>Wall Mount Kits &amp; Miscellaneous Items</b>			
27	10223	24	ShoreGear Rack Mount Tray (1U) 2 x Half width switch	2,028.00	84.50	84.50
28			<b>Switch Cable &amp; Hardware</b>			
29	MISC	32	Installation Hardware (Cables, Blocks, Connectors & Patch Cords for ShoreGear switches.)	9,744.00	304.50	304.50
30						

<b>Equipment Material Total</b>	\$433,270.11
<b>Equipment Handling</b>	\$1,132.00
<b>Subtotal / Taxable Amount</b>	\$434,402.11
<b>Sales Tax at 9.500%</b>	\$41,268.20
<b>1 Year ShoreCare Support for ShoreGear Switches &amp; Software</b>	\$44,589.00
<b>Other Vendor Product Support/Maintenance Total</b>	\$0.00
<b>Installation / Pro-Services</b>	\$154,451.00
<b>Total Price</b>	<b>\$674,710.32</b>

**Proposal Date: March 16, 2016.**
**This price includes material, installation labor, with 1 year parts warranty**
**Gold Support Plan Included**
**This quote will remain valid until April 15, 2016.**
**Client Name: Berkeley Unified School District**
**Client Signature: X**
**Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.**
**Account Manager: Greg Tripoli - (661) 716-3743**
**Date: March 16, 2016.**
**This quote does not include cabling for IDFs, MDFs, or Structured Cabling.**
**Client to provide Windows 2012 Server OS or VMware for ShoreWare Applications. (RAID 1 Recommended)**
**This proposal does NOT include PoE data switches required to power ShoreTel IP Phones.**



# PURCHASE AGREEMENT

## Global CTI Group

5329 Office Centre Ct., Suite 200 Bakersfield, CA 93309  
Phone: 661-323-7553 \ FAX # 661-323-0748

PRESENTED BY: Greg Tripoli - (661) 716-3743  
DATE: 3/16/2016

<b>BILL TO:</b>	<b>Berkeley Unified School District</b> 2020 Bonar Street Berkeley , CA 94702	<b>SHIP TO:</b>	<b>Berkeley Unified School District</b> 2020 Bonar Street Berkeley , CA 94702
<b>PHONE:</b>	<b>510-644-8934</b>	<b>FAX:</b>	
<b>ATTN:</b>	<b>Berkeley Unified School District</b>	<b>E-MAIL:</b>	<a href="mailto:jaynitschke@berkeley.net">jaynitschke@berkeley.net</a>

Purchase Order:

### ShoreTel Enterprise IP Telephone System

SEE ATTACHED SCHEDULE A FOR LIST OF EQUIPMENT AND SCHEDULE M FOR MAINTENANCE SUPPORT

FINANCIAL SUMMARY:		PAYMENT SCHEDULE	
Material Total	\$433,270.11		
Equipment Handling	\$1,132.00		
Sales Tax at 9.500%	\$41,268.20	50% DUE UPON CONTRACT SIGNING*:	\$337,355.16
Installation	\$154,451.00	40% DUE UPON DELIVERY OF EQUIPMENT*:	\$269,884.13
Gold Support Plan Total	\$44589.00	10% DUE UPON ACCEPTANCE*:	\$67,471.03
Other Vendor Support/Maintenance	\$0.00	* Please Read Terms and Conditions Section 2 – Default and Delays.	
<b>TOTAL INVESTMENT</b>	<b>\$674,710.32</b>		
LESS ADVANCED PAYMENT			
PER TERMS	\$ -		
<b>BALANCE DUE</b>	<b>\$ -</b>		
<b>PRICES VALID FOR THIRTY DAYS</b>			

THIS PURCHASE AGREEMENT IS ENTERED BY AND BETWEEN THE "VENDOR" AND THE "BUYER" LISTED BELOW. BUYER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS ON PAGES 1 AND 2 OF THIS TWO-PAGE AGREEMENT AND ANY ATTACHEMENTS HERETO. A FACSIMILE OF THIS DOCUMENT IS VALID AND BINDING.

ACCEPTED DATE: \_\_\_\_\_  
VENDOR: GLOBAL CTI Group  
Signature: \_\_\_\_\_  
Print Name: Greg Tripoli - (661) 716-3743  
Title: Account Manager  
Date: March 16, 2016

EXECUTED: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. CONTROLLING DOCUMENTS:** This Agreement shall become effective and binding upon Buyer and Vendor only upon approval, acceptance and execution hereof by Vendor. This Agreement contains the entire agreement between parties with respect to the subject matter hereof, and supersedes all prior discussions or agreements between the parties, whether oral or written. Vendor is not bound by representations or inducements not set forth herein.

**2. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**3. DEFAULT and DELAYS:** If any payments due from Buyer to Vendor, shall not be paid promptly when due, or if Buyer breaches any other provision hereof, Buyer shall be in default hereunder. Upon default hereof by Buyer, Vendor, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law to recover any deficiency from Buyer. All remedies of Vendor hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon acceptance. If for any reason the installation date is delayed due to Buyer choice, 40% is still due upon original equipment delivery date. If for any reason the acceptance is delayed due to Buyer choice, Buyer agrees to pay the final 10%. If delay is due to Vendor, the 40% payment will not be required until rescheduled equipment delivery and the 10 % payment will not be due until acceptance. Any payment which has not been made pursuant to this Agreement will be subject to interest charges. Buyer will pay Vendor, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence after the initial default of a scheduled payment. (Computed daily)

**4. BUYER'S OBLIGATIONS:** Buyer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Buyer shall provide at the location indicated for installation of the Equipment a 20 Amp. 110-volt commercial A.C. outlet within 8 feet of placement of the equipment to be used exclusively by Vendor. Vendor and Buyer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Vendor will inform Buyer of all requirements for proper installation and will provide Buyer (at a minimum of 30-days) notice of such requirements. Buyer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Vendor or Vendor representatives shall have access to Buyer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

**5. SECURITY INTEREST:** The equipment described herein, and any and all additional Equipment authorized by Buyer shall be security for the full payment of the purchase price provided for herein. Vendor shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors.

**6. TITLE TO EQUIPMENT AND RISK OF LOSS:** Buyer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Vendor. Risk of loss of the equipment shall pass to Buyer on Delivery of Equipment.

**7. INSURANCE:** If Buyer leases equipment, Buyer must provide insurance for the full value of the equipment, as required by the financier.

**8. ARBITRATION OR LITIGATION EXPENSES:** Should any litigation or arbitration be commenced between the parties to this Agreement concerning the project or any provisions to this agreement, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

**9. RETURN POLICY:** In the event purchased equipment is returned to Vendor, a 15% restocking fee will be charged for those returned items, unless equipment is returned for Vendor's breach of this agreement. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt, then Buyer will be charged repair and return charges in addition to the above stated 15% restocking fee. Vendor does not refund shipping and handling fees unless Vendor has caused the error in shipment.

**10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS:** Upon acceptance of this agreement, prices included in the Schedule A are not subject to change. Written quotations automatically expire, unless accepted, within 30 days from the date quoted and are subjected to termination by notice within that period. Verbal quotations expire, unless accepted, the same day they are made. All non-material errors are subject to correction.

**11. WARRANTY:** Vendor hereby warrants the equipment against defective parts and workmanship as defined in Exhibit S. Vendor's obligations for breach of any warranty shall be limited to compliance with Exhibit S which shall be Buyer's exclusive remedy and Vendor not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, water or Acts of God. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Vendor.

EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, VENDOR MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT VENDOR BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDY WILL BE FOR VENDOR TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS.

**12. LIMITATION OF LIABILITY:** VENDOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. VENDOR SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, VENDOR SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES.