



Yamhill County

"Excellence in Service"

Information Systems ¹⁴ SEP 11 P4:17
and Telecommunications

636 NE 7th Street
McMinnville, Oregon 97128
(503) 434-7505
Fax: (503) 472-9179

8 September, 2014

Board of Commissioners:

Accompanying this memo is a proposed Agreement with Structured Communication Systems, Inc.. Last fall, we constructed and published a Request For Proposals to replace our phone system which serves the County and a portion of the City of McMinnville. Once the responses to the RFP were reviewed and product demonstrations were held, a recommendation was forwarded to you that we release a Notice of Intent to award the contract to Structured Communication Systems, Inc.. That NOI was released after your approval on March 20, 2014.

There being no protests to that Notice of Intent to award action, we proceeded to negotiate the accompanying Agreement with Structured Communication Systems and their partner Shoretel Systems, Inc., and it is now ready for your approval. For your additional information, there were two items during the demonstration phase of selection that needed additional review; 1)- The way the proposed system handled page outs for after-hours voicemail messages, and 2)- The way that the proposed system handled Automated Call Distribution in the Adult Mental Health Division of Health and Human Services. We have worked with Structured on these two areas, and they have adequately demonstrated that their system is capable of addressing these two items. We have also checked with (and in one case visited) two other local government organizations near us that have implemented the proposed solution. We have been in contact with the West Linn/Wilsonville School District and the City of Forest Grove – both local government entities near us. These references have both confirmed very positive implementations and ongoing support of the proposed solution.

I am requesting that the Board approve this Agreement with Structured Communication Systems, Inc. in the amount of \$302,943.14 to acquire and install a complete replacement phone system to serve our business needs.

If there are any questions about this, please don't hesitate to let me know.

Thank you,


Murray L. Paolo
Information Systems

Cc: Laura Tschabold, County Administrator

Accepted by Yamhill County
Board of Commissioners on
9.11.14 by Board Order
14-549

14 SEP 11 P4:17

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN STRUCTURED COMMUNICATION SYSTEMS, INC.
AND YAMHILL COUNTY

THIS AGREEMENT for information technology products and services ("Agreement") is entered into by and between Yamhill County, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Information Technology Division ("IT") and Structured Communication Systems, Inc., an Oregon corporation, with its principal place of business located at 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97015 ("CONTRACTOR"), referred to individually as Party and collectively as Parties.

WHEREAS, the COUNTY desires to acquire a replacement telephone system and accompanying voicemail system to support the business needs of Yamhill County and the City of McMinnville to effectively and efficiently perform the business of local county and city government agencies in accordance with the applicable laws of the State of Oregon (hereafter referred to as the "telephone system"), for and on behalf of COUNTY; and

WHEREAS, CONTRACTOR provides telephone systems and services and was the successful proposer to the COUNTY's RFP described below; and

WHEREAS, the COUNTY and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide a replacement telephone system and services to COUNTY in accordance with the terms herein and of the following Exhibits:

Exhibit A	COUNTY's RFP
Exhibit B	CONTRACTOR's Response to COUNTY's RFP
Exhibit B-1	CONTRACTOR's Technical and Cost Proposal
Exhibit C	Statement of Work and associated Attachments
Exhibit D	Schedule of Milestones, Fees and Payments
Exhibit E	Project Implementation Plan
Exhibit F	Master Agreement for Licensed Software, Hardware and Services
Exhibit F-1	Professional Services Schedules for Master Agreement
Exhibit G	Intentionally left blank
Exhibit H	Insurance Requirements
Exhibit I	Performance Bond (form)
Exhibit J	Travel and Expense Policy

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties agree as follows:

- 1.0 **Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:
- 1.1 "Acceptance" or "Accepted" shall mean that a Deliverable Acceptance Statement from the COUNTY has been sent to CONTRACTOR indicating that a Deliverable's acceptance criteria has been met to the COUNTY's satisfaction.
 - 1.2 "Confidential" shall have the meaning provided in Section 12.1.
 - 1.3 "Deliverable" shall mean any product, service, document, software, , data, or other item produced by CONTRACTOR and provided to the COUNTY for acceptance.
 - 1.4 "Development" shall mean any idea, concept, design, invention, creative work, discovery, product, specification, computer software program (other than the Software), database, original work of authorship, formula, process, composition of matter, improvement, drawing, note, document, information, trade secret, material made, or any combination thereof, as well as any improvements thereto, and related sales, business, and marketing plans, made, conceived, discovered, developed or reduced to practice by CONTRACTOR, alone or with others, which result from or relate in any way to services provided by CONTRACTOR to COUNTY.
 - 1.5 "Documentation" shall mean manuals, training materials, information or diagrams relating to any aspects of the System, including Software.
 - 1.6 "Effective Date" shall be the date that the Agreement is fully executed and signed by all Parties to the Agreement.
 - 1.7 "Final Acceptance" shall mean all Deliverables and the System have been Accepted by the COUNTY in accordance with the Statement of Work, and in accordance with the process defined in the Statement of Work.

Accepted by Yamhill County
Board of Commissioners on
9.11.14 by Board Order
14-549

- 1.8 **"Go-Live Date"** shall be the date that COUNTY and CONTRACTOR establish as the date CONTRACTOR's Telephone System begins operating as the day to day operational Telephone system for the COUNTY.
- 1.9 **"Initial Use Date"** shall be the date one or more components, but not necessarily all, of CONTRACTOR's Telephone System products are first used by the COUNTY on a day-to-day basis to perform functions no longer performed by the former telephone system.
- 1.10 **"Milestone"** shall mean a collection of Deliverables as shown in (Exhibit D), and for which the payment indicated shall be made by the COUNTY after all Deliverables associated with that Milestone have been fully Accepted by the COUNTY.
- 1.11 **"Retainage"** shall mean all portions of a payment as defined in Exhibit D held to ensure full performance of the Agreement terms pursuant to this Agreement.
- 1.12 **"Software"** shall mean the operating systems required by the Telephone System (including associated Voicemail system) provided by CONTRACTOR, including any and all modifications, interfaces, third-party software, information about such applications, and any related elements pursuant to those certain Software License and Software Maintenance and Support Agreement(s) entered into by the parties and/or third-parties as part of this Professional Services Agreement.
- 1.13 Intentionally left blank.
- 1.14 **"Statement of Work"** shall mean Exhibit C.
- 1.15 **"Subcontractor"** shall mean any person or entity not an employee of CONTRACTOR or COUNTY, which person or entity CONTRACTOR uses to supply or assist in supplying any Deliverables under this Agreement, to otherwise perform any of CONTRACTOR's obligations under this Agreement.
- 1.16 **"System"** shall mean the final configuration and setup of the Telephone System and associated software, including migrated or converted data, installation, configuration, and database design, so that the Telephone System and related elements perform in the manner intended.
- 1.17 **"Time and Materials"** shall mean work performed by staff whose education and training is appropriate to the complexity of the task, charged at CONTRACTOR's published hourly rates at the time of commencement of the work, together with materials charged at CONTRACTOR cost.
- 1.18 **"Work Order"** shall mean the document used by COUNTY and CONTRACTOR to initiate the process set forth in the Statement of Work for requesting one or more modifications or enhancements to the Software.
- 1.19 **"Work Order Request"** shall mean a request by CONTRACTOR for COUNTY to consider submitting a Work Order.

Products and Services

2.1 Work Requirements: In consideration for the payments described in Section 3.0 hereof, unless sooner terminated, CONTRACTOR will provide COUNTY with the products and services described in the Statement of Work and Schedule of Milestones, Fees, and Payments incorporated hereto as Exhibits C & D, respectively.

Operating System Software: CONTRACTOR shall deliver to COUNTY a nonexclusive, irrevocable, perpetual, nontransferable site license for all required software described in Exhibit F (hereafter the "Operating System Software" or "System"). COUNTY acknowledges and agrees that such site license is subject to the terms of the end-user license agreement contained in Exhibit F.

2.2 Hardware and Third-Party Software: The Master Agreement for Licensed Software, Hardware and Services contained in Exhibit F fully sets out the third-party hardware and software components associated with this Agreement. Rights to commercial off-the-shelf software products provided by third-party vendors will be subject to licensing provisions of those third-party software vendors, which licenses the COUNTY hereby accepts.

3.0 Compensation and Payment Provisions

3.1 The COUNTY shall make payments to CONTRACTOR for the products and services in the amount and at such times as are set forth in the Schedule of Milestones, Fees, and Payment attached hereto as Exhibit D. In accordance with Exhibit D, the COUNTY shall make payment upon the occurrence of each specified Acceptance of one or more Deliverables entitling CONTRACTOR to a Milestone payment. Upon the occurrence and Acceptance by the COUNTY of one or more Deliverables entitling CONTRACTOR to a Milestone payment, CONTRACTOR shall issue an invoice. COUNTY shall pay invoices within thirty (30) days after an invoice has been received at the COUNTY and approved by the authorized COUNTY representative.

3.2 Services listed as capped in Exhibit D are the fees quoted by CONTRACTOR. CONTRACTOR agrees to keep accurate records for all capped services indicating the fees that would be owed to CONTRACTOR on a Time and Materials basis, and materials at cost as set forth in Exhibit D. In the event that the fees so calculated for a given capped service do not exceed the fees quoted in Exhibit D for such capped service, the fees so calculated shall be the amount owed by COUNTY for such capped service. However, the fees owed by COUNTY for given capped service shall in no event exceed the fee quotes as shown in Exhibit D.

3.3 Except for CONTRACTOR's travel-related expenses meeting the criteria set forth in Section 3.4, the fees in Exhibit D constitute the entire compensation due to CONTRACTOR under this Agreement.

3.4 All CONTRACTOR related travel expenses that are incurred as a direct result of the services performed according to the terms of this Agreement shall be reimbursed at cost. The amount CONTRACTOR is eligible to be reimbursed under the terms of this Agreement shall be capped at the amount provided in Exhibit D. This cap may not be changed without a valid Change Request agreed to by both parties. CONTRACTOR agrees to use reasonable efforts to stay within the travel policy as defined Exhibit J, Travel and Expense Policy. If costs are expected to exceed the travel policy, CONTRACTOR will obtain approval from COUNTY for such expenses prior to the expenses being incurred. Expenses shall be invoiced monthly at cost as provided in Section 3.1. Each invoice shall identify the traveler, the cause for the travel and the specific work or item for which the expenses were incurred. Invoices shall provide details of travel expenses, including airfare, lodging, transportation and per diem or meals allowance.

3.5 Retainage shall be paid as provided in Exhibit D. In the event a delay of greater than thirty (30) calendar days and the mutually-agreed upon Go-Live Date is caused solely by COUNTY, CONTRACTOR shall be entitled to receive a full release of the Retainage associated with the Go-Live event. The COUNTY shall be deemed to be the sole cause of the delay if the COUNTY delays the Go-Live Date after all Severity 1 issues have been resolved or deferred by the COUNTY and there is no other basis under this Agreement or the Software License and Software Maintenance and Support Agreement(s) to justify the delay.

4.0 Term

4.1 The Effective Date of this Agreement will be September 2, 2014 or upon the date of signatures by all Parties, whichever is later. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on the 2nd of September, 2016. The Agreement may be extended for ninety (90) days beyond the Agreement period and is subject to the limits of available funding.

5.0 Access to Records

5.1 CONTRACTOR shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to United States Generally Accepted Accounting Principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least seven (7) years following final payment. COUNTY's authorized representatives shall have the right to direct access to all of CONTRACTOR's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. COUNTY shall reimburse CONTRACTOR for CONTRACTOR's reasonable cost of preparing such copies.

Compliance with Applicable Law

6.1 Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of, connected with, or as a result of the violation.

7.0 Indemnification

7.1 **Indemnification by CONTRACTOR.** CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of CONTRACTOR, its officers, agents, and employees in connection with the performance of any services under Agreement.

7.2 **Indemnification by COUNTY.** COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from any and all claims, liabilities, demands damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of COUNTY, its officers, agents, and employees in connection with COUNTY's performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 10.

7.3 **Infringement Indemnification by CONTRACTOR.** CONTRACTOR agrees to indemnify and defend COUNTY against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, trade secret or other intellectual property law based upon COUNTY's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against COUNTY or paid in settlement. CONTRACTOR shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

7.4 **Indemnification Procedures.** COUNTY agrees to give CONTRACTOR prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on CONTRACTOR's rights in the Telephone System. CONTRACTOR shall not be responsible for any settlement entered into without its consent, nor shall Contractor settle any claim or action for which it is indemnifying COUNTY without first consulting COUNTY and obtaining its consent thereto (which shall not be unreasonably withheld or delayed). In the event of a claim or action under Section 7.3,

CONTRACTOR may, in its sole discretion, (a) procure for COUNTY the right to continue using the Telephone System; or (b) provide a substitute, non-infringing Telephone System. Notwithstanding the above. CONTRACTOR shall have no obligation under this Section 7.3 with respect to any claim or action that is based upon (a) COUNTY's use of the Telephone System in breach of any term or condition of this Agreement; (b) the use or combination of the Telephone System with any third-party product, software, hardware, or system, except as provided herein or under any attached Schedule; or (c) modification of the Telephone System other than by a representative of CONTRACTOR.

8.0 Insurance/Performance Bond

8.1 Throughout the term of this Agreement, CONTRACTOR shall maintain at all times commercial general liability insurance and property damage insurance, covering its activities and operations under this Agreement. CONTRACTOR shall add COUNTY, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and an Endorsement shall be issued by the company showing COUNTY as an Additional Insured and the coverage shall contain a 30-day Notice of Cancellation endorsement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300, as requested in the attached Insurance Requirements, Exhibit H. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

8.2 RESERVED

8.3 CONTRACTOR shall obtain and maintain at all times during the term of this Agreement, workers' compensation insurance with statutory limits and employers' liability insurance.

8.4 CONTRACTOR shall provide COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

8.5 CONTRACTOR shall furnish and maintain in effect at all times during the Professional Services Agreement, a performance bond in the amount of \$300,000. CONTRACTOR shall use the performance bond format furnished by CONTRACTOR as Exhibit I and notarized by CONTRACTOR's surety company authorized to do business in the State of Oregon.

9.0 Warranty

9.1 CONTRACTOR warrants that in performing the services under this Agreement:

9.1.1 The Telephone System will perform in accordance with CONTRACTOR's response to COUNTY's RFP, this Agreement including all Exhibits and the Master Agreement for Licensed Software, Hardware and Services, including all attached Schedules, which are incorporated herein by this reference.

9.1.2 All work and work products will strictly comply with and be in conformity with the descriptions and representations of the Statement of Work (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements).

9.1.3 CONTRACTOR acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. CONTRACTOR agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, CONTRACTOR, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the COUNTY. CONTRACTOR further agrees that it will not accept any fee or financial remuneration from any entity or person other than the COUNTY for its performance under this Agreement.

9.1.4 The Software Source Code provided to the COUNTY, if any, shall be the correct code, is human-readable, contains comments in the English language, and will, as provided, correctly compile into the Telephone System and operate as intended without data loss or corruption.

10.0 Force Majeure

10.1 Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

11.0 Ownership of Data and Software

11.1 COUNTY will retain all title, rights, and ownership of all data, and other data created and/or acquired by use of the Telephone System. COUNTY may duplicate the data entered into the Telephone System on any media. COUNTY will retain ownership of all data created by the use of the Telephone System as stored on any media. CONTRACTOR, or its vendor partners, retains all rights to its software, and COUNTY may only use such software pursuant to the Master Agreement for Licensed Software, Hardware and Services. CONTRACTOR does not have any obligation to convert or transfer any data to any other format, to allow use of its Telephone System other than as set forth in Exhibit C, Statement of Work. Customer or CONTRACTOR may develop, and Customer shall retain ownership of, all hooks, interfaces, or similar

tools for use with the Telephone System provided that should the hook, interface, or tool require any modification or alteration of the underlying code of the Software. CONTRACTOR, or its vendor partners, shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

11.2 It is understood by both Parties that during the term of this Agreement CONTRACTOR requires access to certain data owned by the COUNTY in order to fulfill its duties as required by the Statement of Work. CONTRACTOR therefore agrees to destroy all such data in CONTRACTOR's possession within one (1) year after Final Acceptance, and to notify the COUNTY in writing that such destruction has occurred.

11.3 In the event CONTRACTOR, its heirs or assigns cease doing business or otherwise exit the business activity supporting the Software, COUNTY will be free, at COUNTY's sole discretion, to continue use of the Software associated with the Telephone System, subject to the terms of the end-user license agreement contained in Exhibit F, with no further financial obligation to CONTRACTOR, its heirs or assigns. COUNTY recognizes that the Software will be unsupported at that point and that CONTRACTOR, its heirs or assigns, will have no obligation to COUNTY relating to updates, maintenance or other forms of technical support.

12.0 Confidential Information

12.1 The Parties acknowledge that in the course of performing its responsibilities under this Agreement, that each Party may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained

by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

12.2 Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party as of the time of its disclosure;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or
- (e) is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

13.0 Termination

13.1 Default by CONTRACTOR: If CONTRACTOR defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the sending of notice to the address on this Agreement that it is in default, COUNTY may, at its option, terminate the Agreement by delivering written notice to CONTRACTOR at the address in this document, and paying CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, all sums due under this Agreement for all work and Services performed by CONTRACTOR, and accepted by COUNTY, to the initial date of the default. For the purposes of this Agreement, material obligations are any obligation under the terms of this Agreement, which, if not completed according to the terms of the Agreement, would render the system inoperable.

13.2 Mutual Consent/Convenience: All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' notice in writing, and delivered by certified mail. All or part of this Agreement may be terminated by the COUNTY at the COUNTY's convenience upon sixty (60) days' notice in writing and delivered by certified mail.

13.3 Funding Out: If the Board of Commissioners of COUNTY reduces, changes, eliminates or otherwise modifies the funding for any of the services identified, CONTRACTOR agrees to abide by any such decision, including termination of service.

13.4 Miscellaneous: The COUNTY may also terminate all or part of this Agreement for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this Agreement.
- c. Upon notice of denial, revocation or non-renewal of any licensee or certification required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
- d. If CONTRACTOR fails to start services on the date agreed upon by the COUNTY and CONTRACTOR.
- e. Failure of CONTRACTOR or the COUNTY to comply with the provisions of this Agreement or all applicable federal, state and local laws and rules may be cause for termination of this Agreement. Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.
- f. Immediately in the event of an emergency or if it is deemed by the COUNTY in its reasonable discretion to be in the public interest.

13.5 COUNTY shall not be liable for anticipated profits based upon work or Services not yet performed as of the date of termination. If payments previously made to CONTRACTOR exceed the amount CONTRACTOR is entitled to receive pursuant to this Section, CONTRACTOR shall immediately repay COUNTY the difference.

14.0 Data Backup

14.1 Data backup and restoration of data will be performed and maintained by the COUNTY.

15.0 Work Orders

15.1 COUNTY Initiated. In the event that the COUNTY desires to modify or amend the Statement of Work, the COUNTY will work with CONTRACTOR to initiate a Work Order to CONTRACTOR noting the general scope, Deliverables, and timeline requirements for the services requested. CONTRACTOR shall respond in writing within ten (10) days of receipt of a COUNTY Work Order, or at another time as mutually agreed, providing a specific recommendation for the solution, and providing the COUNTY with a not-to-exceed cost for the work proposed in the Work Order. CONTRACTOR's written response will include a breakdown of the number of staff hours, level of personnel needed to effect this change, and technical design information for the proposed solution. There shall be no charge for the preparation of this response.

15.2 CONTRACTOR Initiated. In the event that CONTRACTOR desires to modify or amend the Statement of Work, CONTRACTOR may submit an unsolicited Work Order Request to the COUNTY for COUNTY's consideration. CONTRACTOR's submission of an unsolicited Work Order Request to COUNTY does not modify or amend the Statement of Work in any way, and creates no COUNTY obligations whatsoever.

15.3 Approval. COUNTY approval for any modification or amendment to the Statement of Work will be indicated solely through COUNTY's written approval of a specific Work Order.

15.4 Service Out of Scope. In the event CONTRACTOR believes that the COUNTY is requiring work outside the scope of the Agreement requirements, CONTRACTOR's sole remedy is to provide a written Work Order Request for the COUNTY's approval or disapproval. CONTRACTOR shall include within such Work Order Request a description of the work required that CONTRACTOR considers to be outside the scope of the Agreement requirements, the date CONTRACTOR would start the work, and the complete cost of such work, including the cost and time to complete such work. COUNTY shall have fifteen (15) days from the date of receipt of the written Work Order Request, or such amount of time as is mutually agreed, to approve or disapprove the Work Order Request. During the pendency of the Work Order Request, CONTRACTOR shall continue working without stoppage on all contractual work, including the work that is the subject of a Work Order Request. For clarification, and not as a limitation, stopping work during the pendency of a CONTRACTOR Work Order Request shall be considered a material breach.

15.5 All Work Order Requests will be in writing and approved by both Parties and will be treated as an amendment to this Agreement pursuant to subsection 16.7 of this section.

16.0 Miscellaneous

16.1 Governing Law and Venue: All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in this court.

16.2 Equitable Remedies: The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages may be an inadequate remedy. Accordingly, such provisions may be

enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

16.3 Integration: This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

16.4 Notices: Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: Structured Communication Systems, Inc.
Attn: General Counsel
12901 SE 97th Avenue, Suite 400
Clackamas, Oregon 97015

Notice to COUNTY: Yamhill County Information Technology
Attn.: Murray Paolo
535 NE 5th Street
McMinnville, OR 97128

16.5 Assignment: This Agreement shall be binding on the Parties hereto and its respective successors and assigns. Neither Party shall have the power to assign this Agreement without the prior written consent of the other.

16.6 Subcontractor: CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of the COUNTY.

16.7 Waiver and Amendments: No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties, which writing must refer to this Agreement. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of either party to thereafter enforce each and every provision.

16.8 Waiver: A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

16.9 Severability: If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect in order to best accomplish the original intent of the parties.

16.10 Default: A failure to perform under the Master Agreement for Licensed Software, Hardware, and Services shall be a default under this Agreement. The COUNTY reserves all legal remedies available.

16.11 CONTRACTOR Responsibility for Taxes: Property, sales, and use taxes shall not be included in invoices submitted to the COUNTY pursuant to this Agreement.

16.12 Delivery: If applicable, CONTRACTOR shall arrange for delivery of any CONTRACTOR supplied hardware to the appropriate COUNTY installation site(s) in accordance with the Statement of Work (Exhibit C). Shipment of the hardware shall be F.O.B. the COUNTY's receiving point at the installation site(s). CONTRACTOR shall pay all reasonable transportation and insurance charges for the hardware up to the COUNTY's receiving point at the installation site(s).

16.13 Risk of Loss & Title: If applicable, CONTRACTOR shall bear the risk of loss or damage to the hardware while in transit to the COUNTY's premises and the installation site(s). The COUNTY shall bear all risk of loss or damage to the hardware after delivery to the installation site(s), unless such loss or damage is due to the negligence or willful acts of CONTRACTOR, its employees, agents, representatives or subcontractors. CONTRACTOR shall transfer title to the hardware to the COUNTY upon the COUNTY's full payment for said hardware in accordance with Exhibit D.

16.14 Independent Contractor Status: CONTRACTOR is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for COUNTY under this Agreement. The COUNTY conducts open employment recruitment process when filling regular COUNTY positions. Any individual

employed by CONTRACTOR and providing services to the COUNTY under this Agreement would be eligible to apply for any open recruitment at the COUNTY and accept a position if offered by the COUNTY, through the normal COUNTY employment recruitment process. The COUNTY will not hire anyone employed under this Agreement outside of its open recruitment process.

16.15 Project Team Replacement. The COUNTY reserves the right to reject or request removal of any employee of CONTRACTOR identified as a key resource for the project team for implementation of the Telephone System provided under this Agreement. Any change or replacement of a key resource must have prior approval by the COUNTY and the key resource replacement must have substantially similar experience and knowledge of the Telephone System and project as the individual being replaced, and such approval shall not be unreasonably withheld.

16.16 Integration and Merger: This written Agreement and the attached exhibits, all of which are incorporated herein by this reference, and any subsequent amendments executed in accordance with Section 16.7, as well as the Master Agreement for Licensed Software, Hardware, and Services and all exhibits constitute the entire Agreement between the parties and supersede any prior oral or written statements, discussions, or understanding between the parties.

16.17 Attachments: Attached to and made part of the Agreement are the following:

- Exhibit A COUNTY's RFP
- Exhibit B CONTRACTOR's Response to COUNTY's RFP
- Exhibit B-1 CONTRACTOR's Technical and Cost proposal
- Exhibit C Statement of Work and associated Attachments
- Exhibit D Schedule of Milestones, Fees, and Payments
- Exhibit E Project Implementation Plan
- Exhibit F Master Agreement for Licensed Software, Hardware and Services
- Exhibit F-1 Professional Services Schedules for Master Agreement
- Exhibit G Intentionally left blank
- Exhibit H Insurance Requirements
- Exhibit I Performance Bond
- Exhibit J Travel and Expense Policy

In the event of a conflict between this document and its exhibits, this document shall control over the Statement of Work, and the Statement of Work shall control over the other exhibits. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement,
 - 1. Professional Services Agreement
 - 2. Statement of Work, Exhibit C and associated Attachments
 - 3. Master Agreement for Licensed Software, Hardware, and Services, Exhibit F and associated Schedules, Exhibit F-1
 - 4. Schedule of Milestones, Fees, and Payments, Exhibit D
 - 5. Project Implementation Plan, Exhibit E
 - 6. Intentionally left blank
 - 7. Insurance Requirements, Exhibit H
 - 8. Performance Bond, Exhibit I
 - 9. Travel and Expense Policy, Exhibit J
- B. COUNTY's RFP
- C. CONTRACTOR's Response to the COUNTY's RFP

16.18 Further Documentation: The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

16.19 Survival: The terms of Sections 7 (Indemnification), 9 (Warranty), 11 (Ownership of Data and Software), and 12 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

16.20 Civil Rights: CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states, in part, that no qualified person shall on the basis of disability, race, color, sex, religion, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

16.21 Incorporation of statutory provisions required for public contracts. CONTRACTOR certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530.

ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. More specifically:

Wages: As required for public contracts subject to ORS Chapter 279B, the following conditions concerning hours of labor shall apply:

CONTRACTOR shall not employ any person performing work under this Agreement for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. CONTRACTOR shall pay all individuals performing work under this Agreement at least time-and-a-half pay:

a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

c. For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279B.020.

CONTRACTOR must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Any CONTRACTOR or subcontractor or CONTRACTOR's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, CONTRACTOR or subcontractor or CONTRACTOR's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

As required specifically under ORS 279B.235, the following provisions shall apply for conditions concerning hours of labor:

For a contract for personal services as defined in ORS 279A.055, CONTRACTOR shall pay all individuals performing personal services under this Agreement at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded from receiving overtime under ORS 653.010 to 653.261 or under 29 USC 201 to 209.

For a contract for services, persons employed under this Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

16.22. Attorney fees and costs. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action

16.23 Use of COUNTY Facilities. CONTRACTOR and its employees or agents shall have the right to use only those facilities of COUNTY that are necessary to perform the Services under this Agreement and shall have no right of access to any facility of COUNTY without the prior written approval of COUNTY management. COUNTY shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of CONTRACTOR or its employees, subcontractors or agents which may be stored on COUNTY premises, except to the extent that such loss, theft, disappearance or damage is caused by the sole negligence of the COUNTY.

16.24. Incorporation. The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

16.25. No Third Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

16.26 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**YAMHILL COUNTY
BOARD OF COMMISSIONERS:**

CONTRACTOR

Allen Springer 9-11-14
Chair Date

CASEY RICHMOND
Name:

[Signature] 9-11-14
Commissioner Date

[Signature] 9/5/2014
Signature Date

Kathy [Signature] 9-11-14
Commissioner Date

93-1099245
Tax ID#

Recommended by:
[Signature] 9/8/2014
Yamhill County Information Date
Technology

APPROVED AS TO FORM:
[Signature] 9/8/14
Yamhill County Legal Counsel Date

Accepted by Yamhill County
Board of Commissioners on
9-11-14 by Board Order
14-549

**EXHIBIT A
YAMHILL COUNTY RFP**

(Attached as separate document.)

Accepted by Yamhill County
Board of Commissioners on
9.11.14 by Board Order
14-549

YAMHILL COUNTY INFORMATION SYSTEMS/TELECOMMUNICATIONS PHONE SYSTEM REPLACEMENT

REQUEST FOR PROPOSALS (RFP)

**TO PROVIDE AN ENTERPRISE CLASS (VOICE OVER IP OR ANOTHER TECHNOLOGY)
COMMUNICATIONS SYSTEM TO
SERVE YAMHILL COUNTY AND THE CITY OF MCMINNVILLE**

I. INTRODUCTION

A. General Information

Yamhill County requests Proposals (as defined herein) from qualified individuals and firms with experience in providing a large scale telephone system replacement.

The successful responders shall provide a proven and established solution including all hardware, software, system engineering, training manuals, training aids, materials maintenance, maintenance manuals, labor, and all things necessary to specify, provide, install, implement, interface, and maintain a replacement phone system to serve the business needs of Yamhill County and the City of McMinnville. The new system shall have the ability to support future requirements through expansions instead of complete system replacement, be user friendly, easily managed, and provide the necessary management information to effectively manage growth and system operations.

Successful responders shall commence work within ten (10) calendar days after receipt of written Notice to Proceed.

Proposers are encouraged to include any available discounts, incentives or other cost saving options, including methods to leverage existing County hardware, network, equipment or services in its proposal. All reasonable proposals for the replacement of our existing telephone and voicemail systems will be considered.

B. Background of the existing phone systems

The current telephone system in use by Yamhill County is a Siemens 9006.6 (HiCom 300H) phone switch. It was installed approximately ten years ago and has provided highly reliable voice communications services to Yamhill County and the City of McMinnville. About four years ago, the original voicemail system "Phonemail" had long outlived its intended life cycle. It was replaced with our current voicemail system, ActiveVoice "Repartee for Windows". The current Siemens phone system interfaces with an NEC NEAX 2400 switch located at the McMinnville Public Safety Building. That switch was installed approximately five years ago, and serves a large group of users for

the City of McMinnville. This project does not replace that existing NEC switch, but will require functional interface to it. The Yamhill County Courthouse is also home to the Yamhill County Circuit Court facilities which are administered by the State of Oregon. Our current Siemens switch does not serve the courts. They are serviced by a Nortel BCM 400 phone system. This project will entertain the option of interfacing with that system for the transfer of calls between entities. There is also the possibility of replacement of the Nortel system with a response to this proposal being expanded into that area. **The new phone system must at least replace the existing functionality of our voice systems served by the existing Siemens 9006.6 system, and accompanying voicemail services – as well as introduce the availability of reasonably current features and functionality available with new systems. It must also easily interface with each of the above identified existing systems that will not be replaced as part of this project.**

D. Project Schedule.

RFP Issued:	November 1, 2013
RFP Questions Deadline:	November 15, 2013
Optional Vendor Visits:(1 – 2 hours)	November 25 - 26, 2013
Proposals Due:	December 13, 2013
Vendor Interviews (if needed):	January 13 – January 17, 2014
Finalists Announced:	January 24, 2014
Finalists Systems Demonstrations:	February 3 – 7, 2014 February 10 – 14, 2014 February 17 – 21, 2014
Qualified Finalist announced:	February 28, 2014
Target Contract Date:	March 21, 2014
Anticipated Project Completion Date:	October 31, 2014

Proposals received after 5pm on December 13, 2013 will not be considered and will be returned unopened.

Proposals will not be accepted by email or facsimile.

*****IMPORTANT NOTE: Proposers must include a properly completed and signed Cost Proposal Form (See Attachment A) with their proposals. Proposals received without a properly completed and signed Cost Proposal Form shall be considered nonresponsive. *****

Proposers may arrange to tour Yamhill County facilities on the Optional Vendor Visit dates designated above by contacting the Information Systems Manager, Murray Paolo, at the email address and telephone number listed herein. The purpose of any such tour

would be to allow proposers to develop a better understanding of the facilities infrastructure and specific requirements of the project. Marketing activities will not be conducted during the tour and no changes to the RFP may be made orally during the tour.

E. Performance Bond.

A performance bond in the amount of 100% of the total contract value will be required at time of contracting.

II. STATEMENT OF WORK

The Statement of Work shall include, at a minimum, a detailed description of the elements described in Attachment F to this RFP.

III. PROPOSAL FORMAT

Vendors are required to submit their Proposals in the following format. (The Technical Proposal and the Cost Proposal are referred to collectively herein as the Proposal.)

A. TECHNICAL PROPOSAL. (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)

1. **Technical Approach.** Vendors are required to describe the procedures and methods that will achieve the required outcome of this project.
2. **Project Management.**
 - a. Describe how the project will be organized and managed. Provide an organization chart of the project team and delineate the roles and responsibilities of the team members. Include brief descriptions of the skills, experience, and expertise in software implementation processes of each individual proposed to work on this project.
 - b. Explain how changes in the project team will be accommodated.
 - c. Describe what tools will be used to plan and manage the work.
 - d. Include the anticipated use of subcontractors or vendors. Describe how the resources necessary to accomplish the purpose of the project will be used.
 - e. Describe the methods for progress reporting and tracking the expenditure of resources.
 - f. Explain the firm's approach to quality assurance and quality control.
 - g. Provide an initial engagement plan, staffing plan, and implementation plan that can be used as a starting point for the project planning and

implementation activities that would occur immediately after the execution of the contract.

- h. Describe the initial project planning deliverable, i.e., the project plan document.
 - i. Describe how future enhancements or updated versions of the software and/or hardware can be incorporated into the project if such enhancements and/or updated versions are made available prior to the completion of the project.
3. **Personnel.** Identify the key individuals who will be a part of the project team. Ownership of firm must be disclosed, and all major public stockholders must be included. Include any outside personnel such as subcontractors and the purpose and intended work to be accomplished by subcontractors.
 4. **Organizational Qualifications.**
 - a. Provide a brief background including number of years in business, number of employees, and number of experienced personnel available to work on the Yamhill County Phone System Replacement project.
 - b. Describe your experience, capabilities and other qualifications for this project.
 - c. Describe your experience with local government clients of substantially similar size and requirements. The responder must attach a list to the Technical Proposal of not less than three references where the responder has successfully completed a phone system replacement substantially similar to the system required by Yamhill County. If there are any current implementations within the state of Oregon, please provide those in your list of references. The list shall include name of client, address, contact person and title, telephone and fax number, and e-mail address. At least one reference must be a municipality, county or similar governmental organization which obtained a replacement phone system similar in size and scope to Yamhill County.
 5. **Warranty and Maintenance**
 - a. Yamhill County will require the contract for the replacement phone system to include all testing, acceptance and implementation, including a one (1) year warranty. The warranty shall begin upon final acceptance of the complete phone system, including associated voicemail services.
 - b. Yamhill County will require the contract for the phone and voicemail system to include one (1) year of maintenance. Maintenance shall begin after expiration of the warranty period.

B. COST PROPOSAL

The cost proposal must be submitted in a separate, sealed envelope with the responder's name and Title of project clearly identified on the outside of the envelope. The highest score for price shall be assigned to the Proposal offering the lowest all-inclusive price. Lesser scores shall be assigned to other proposals in order of pricing from lowest price to highest price.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

Responders are required to submit cost proposal on the attached **Cost Proposal Form identified as Attachment A**. Cost proposals are to be submitted in the following format:

A transmittal letter is to be included which bears the signature of an individual authorized to propose. Proposal submission is to be completed in separate sections and must contain a cover page identifying the section. All pages are to be numbered consecutively.

Cost proposal submission must be signed in the name of the proposer, and must bear the original signature of the person (or persons) authorized to sign the proposal form and contain the fixed sum, maximum not-to-exceed project cost. The name, office address, office telephone and fax number, and the signer's name must be clearly identified.

Proposals must be valid for a period of 120 days from proposal submission deadline, and must be so marked.

C. RETENTION OF PROPOSALS

Yamhill County reserves the right to retain all Proposals and to use ideas contained in Proposals regardless of whether or not a responder's Proposal is selected. Submission of a Proposal in response to this RFP indicates responder's acceptance of these terms and of the conditions contained in the RFP.

D. APPROVAL OF SUBCONTRACTORS

The County is requesting Proposals from prime contractors only. The successful responder shall be responsible for all matters related to the products and services provided by any team member, subcontractor, or supplier. Invoices will not be accepted from any source but the prime contractor. All payments for products and services will be made to the prime contractor. The detailed qualifications of the prime contractor and each subcontractor must be provided individually. Proposals must state exactly who will be performing the work and when. Proposing responders are responsible for obtaining all necessary agreements, certifications, contracts, and appropriate licenses that may be required to assure that the County is unencumbered during the life cycle of the project and the new phone and voicemail system(s).

IV. CRITERIA FOR SELECTION

The proposer will be selected based on the proposer's written Proposal and any requested presentations. Proposals will be evaluated solely on the information submitted with the Proposals and proposers are urged to ensure that their Proposals contain all of the necessary information to allow the selection committee to fairly and accurately evaluate each of the criteria. Yamhill County will assemble a committee for the purpose of Proposal evaluations. The selection

committee will review all Proposals and make their recommendations for selection. The following selection criteria will be used as the basis for the evaluation of Proposals.

- A. **Technical Approach to the Project and satisfaction of the Technical Requirements, including the ability to meet the required timeframes. (Maximum of 35 Points)**
- B. **Project Management (Maximum of 10 Points)**
- C. **Personnel (Maximum of 10 Points)**
- D. **Organizational Qualifications, including investments in Research and Development and historical support of the proposed software solution (Maximum of 10 Points)**
- E. **Cost Proposal (Maximum of 35 Points)**

See section VI for additional evaluation and award information.

V. CONTRACT ADMINISTRATION

A. PROJECT DIRECTOR AND PROJECT MANAGERS

The Project Director for this project will be Murray Paolo, the Information Systems Manager for Yamhill County. Project Management tasks will be performed jointly by David Bousquet who is the Network Administrator for the County and Michelle Mathis who is the Telecommunications Technician – they are the designated Project Managers. The successful responder will perform all work required pursuant to the contract subject to the approval of the designated Project Director and Project Managers.

B. EXPENSES OF PREPARING RESPONSES TO THIS RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

C. SUBMITTAL INSTRUCTIONS

SAMPLE DOCUMENTS: Proposers should submit, as part of their Proposals, (i) Sample Software License Agreement, (ii) Sample Third Party Software License Agreement (if required), (iii) Sample Warranty/ Maintenance Agreement for hardware and/or software, (iv) Sample Source Code Escrow Agreement and (v) Sample Non-Disclosure Statement.

NOTE: COUNTY expects to enter into a nonexclusive, irrevocable, perpetual, nontransferable worldwide site license agreement, with one time up front license costs and no additional annual license costs for any and all required software that will be part of this proposed solution.

Proposed Software license costs should be inclusive of all updates and upgrades within a particular software version or software release.

Proposers should also state how long software versions shall be maintained and supported or if mandatory version upgrades will be required and if so, how often and at what cost.

(See Also Sample Contract relative to Non-Disclosure Statement. Non-Disclosure Statement is to be provided by Responder, if applicable.)

Responders to this RFP should mail/deliver ten (10) copies of the Proposal (including Technical Proposal, Cost Proposal and Sample Documents) to arrive no later than 5pm on December 13, 2013 to the following address:

Yamhill County
Board of Commissioners
434 NE Evans
McMinnville, Or 97128
(503) 434-7501

Proposals must be clearly identified on the outside of the envelope with the responder's name and title for the RFP.

D. QUESTIONS; DISCLAIMER

All questions regarding this RFP should be addressed to Murray Paolo, Information Systems Manager at paolom@co.yamhill.or.us or (503) 434-7401. All questions are to be in writing and in no event will questions be accepted later than 14 days after the release date of the RFP. Yamhill County encourages questions, inquiries, and requests for clarifications regarding any part of this RFP. Once the deadline for receiving questions has passed, Yamhill County shall prepare and distribute responses to the questions to all parties who have requested a copy of the RFP.

Yamhill County has taken all reasonable efforts to include all the relevant information in this RFP, however, Yamhill County does not warrant the accuracy or completeness of this information or the underlying data. Each proposer bears the responsibility to make its own assessments of the information contained in the RFP and to pose questions accordingly.

E. PROPOSAL DURATION

Proposals submitted in response to this RFP must be valid for a period of one hundred and twenty (120) days from Proposal submission deadline, and must be so marked.

F. ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the RFP. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form. Acknowledgments must be received no later than the Proposal due date. If Acknowledgments are returned with the Proposal, they must be submitted with the Technical Proposal only. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by Yamhill County. RFP Addenda shall only be issued in writing; Yamhill County is not responsible for oral interpretations.

VI. SELECTION COMMITTEE; AWARD OF CONTRACT

A selection committee will review and rate all Proposals and may determine an interview list of the firms whose Proposals are the highest rated based on qualifications and information provided in Section III, Proposal Format, and Section IV, Criteria for Selection.

Interview listed firms will be scheduled for an oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's Proposal. Discussion and interviews will cover clarification of Proposals, methods of operation, project cost and all other relevant factors.

The selection committee will then re-score all interview-listed firms based on the information submitted and the oral interview, and will compile a new list ranking those firms. At the conclusion of discussions or interviews, the proposers will be ranked based on selection criteria, and final negotiations will be conducted with the proposer ranked first. If a satisfactory agreement can be reached, the selection committee shall present its recommendation for award to the Yamhill County Board of Commissioners, who will make the final decision as to award of the contract. If negotiations with the highest ranking proposer fail, negotiations will be conducted with each subsequent proposer according to their ranking on the list until a satisfactory contract can be established or until the selection committee determines that rejection of all Proposals is the best interest of Yamhill County.

VII. PROTEST

A proposer may protest an intent to award of contract by submitting their protest in writing to the County at the address above and shall state the basis for the protest and the course of action that the protesting party desires the County to take.

A protest based upon restrictive specifications or other provisions of the RFP must be received by Murray Paolo at Yamhill County at the above listed address not later than seven (7) calendar days prior to the deadline set for receipt of Proposals. A protest based upon any other grounds must be received by Murray Paolo at Yamhill County not later than seven (7) calendar days after the date Yamhill County mails notice of highest scoring Proposer, or within seven (7) calendar days after the time the protesting party first became aware of, or reasonably should have become aware of, the notice whichever is sooner.

If the protest does not meet these requirements, Yamhill County may, at their option, reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. Yamhill County shall not be obligated to postpone a contract award in order to allow a proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, Yamhill County shall review the protest and provide a written decision to the protesting party.

Yamhill County shall not be obligated to postpone selection pending resolution of a protest, unless otherwise required by law

VIII. CONFIDENTIAL INFORMATION

Proposers should identify any portions of its Proposal or any information submitted with its Proposal that proposer wishes to be kept confidential or that constitutes a trade secret or other

proprietary information and provide justification as to why such material or information should not be made public. Yamhill County cannot guarantee that this information will not become a public record but Yamhill County will use their reasonable best efforts to protect such information, in accordance with applicable state and federal public records requirements.

IX. TERMS AND CONDITIONS; NEGOTIATIONS

See sample contract attached (Attachment C), including sample Statement of Work, Schedule of Milestones and Payment, Project Implementation Plan, Professional Services Schedule, Insurance Requirements, Performance Bond and Travel and Expense Policy. Notwithstanding the sample contract and exhibits, Yamhill County reserves the right to negotiate the final terms and conditions contained in the sample contract and sample exhibits, as well as other terms and conditions contained in any Sample Documents submitted by proposers as part of their Proposal.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO CANCEL THE RFP OR TO WAIVE MINOR INFORMALITIES, AND TO RE-ADVERTISE IF IT IS DEEMED IN THE COUNTY'S BEST INTERESTS.

Sincerely,

Murray L. Paolo,
Information Systems Manager

Enclosures: Attachment A – Cost Proposal Form
Attachment B - Technical Requirements
Attachment C – Sample Contract and Exhibits
Attachment D – Campus Network Diagram
Attachment E – Current phone services and locations
Attachment F – Statement of Work, minimum elements

ATTACHMENT A

**RFP
To Provide a Phone System Replacement to
Serve Yamhill County and the City of McMinnville
McMinnville, Oregon**

COST PROPOSAL FORM

Furnish all pre-installation planning, hardware, software, system engineering, training manuals, training aids, materials maintenance for Year 1, maintenance manuals, labor, and all things necessary to provide, install, train users, implement, interface, and maintain the phone system and associated voicemail system (including all hardware and software) that will enable Yamhill County and the City of McMinnville to conduct their normal course of business with voice telephone system and associated voicemail services as required.

TOTAL FIXED COST \$ _____

**ESTIMATED ANNUAL MAINTENANCE AND
SUPPORT SERVICES COST (AFTER YEAR 1) \$** _____

Provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

e-mail Address: _____

Signature of Contact Person

Date

<u>Phone System Technical Requirements</u>					
Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
System Architecture					
B.1.1	Does the proposed system support both IP telephones and IP soft phones being located behind a NAT device?				
B.1.2	Are IP to IP direct calls supported for NAT-translated IP telephones and IP soft phones?				
B.1.3	Does the proposed system integrate with an NEC NEAX 2400 and a Nortel BCM 400 phone system?				
B.1.4	Does the proposed system support pushing firmware/software updates to IP phones and soft phones?				
B.1.401	Does the system support open standards for protocols, call processing, signaling, and networking? (no proprietary pieces)				
B.1.402	Can the system survive failure at any given component? i.e., there is no single point of failure that would compromise the function of the entire system as a whole.				
B.1.403	Can remote sites function as stand-alone systems in the event of a communication failure with the main site?				

Yamhill County 2013 Phc. System Replacement RFP
Attachment B, Technical Requirements

B.1.404	Can equipment and/or components be replaced without taking down the system? This would include servers as a whole.			
B.1.405	Does the system have Instant Messaging/Presence capabilities?			
B.1.406	Does the system support SIP?			
B.1.407	Does the system support multiple codecs including G.711 and G.729a?			
B.1.408	Does the system provide the ability to encrypt IP calls end to end?			
B.1.409	Does the system provide secure access methods for administration, such as: https, ssh, and snmp3?			
B.1.410	Does the system support 802.1x?			
B.1.411	Does the system provide security violations alerts on predefined thresholds? Can these alerts be sent via SNMP?			
B.1.412	Does the system provide the ability to do remote diagnostics of servers, gateways, and endpoints? Is the interface web based? (Required)			
Vendor Questionnaire				
B.1.5	Does the vendor maintain a 24X7 support call-in center for problems? (Required)			
B.1.6	Does the vendor provide 24X7 on-site assistance if required? (Required)			

System Software	
B.1.7	Does the vendor have a published life-cycle policy for software?
B.1.8	Does the vendor have a published life-cycle policy for hardware?
Network Infrastructure Requirements	
B.1.9	Does the proposed system support end-to-end QoS?
B.1.10	Does the proposed system support the use of Microsoft's DHCP services for addressing IP phones?
B.1.11	Can the IP phones share existing Ethernet ports with data services, or do the IP phones require additional Ethernet ports to be added by the customer to support voice?
B.1.12	Does the proposed system support the IPv6 standard?

Cabling	
B.1.13	Do the proposed IP phones support the IEEE CAT5, CAT5e and CAT6 standard? (Required)
B.1.14	Can IP telephones from third parties also be used with the proposed system?
B.1.15	Does the proposed solution require "powered" network cabling?
System Administration	
B.1.16	Is the system administration application accessible from any workstation on the LAN/WAN?
B.1.17	Is the system administration application performed through a standard web browser?
B.1.18	Can remote sites be managed from a centralized location? (Required)
B.1.19	Is there a limit to the number of administrators that can be logged on to the system at one time?
Call Reporting	
B.1.20	Does the system include a call management module (Required) for tracking the following:

Yamhill County 2013 Photo System Replacement RFP
 Attachment B, Technical Requirements

B.1.20.1	System wide use?				
B.1.20.2	Incoming calls including number called from?				
B.1.20.3	Outgoing calls including number called?				
B.1.20.4	Call duration?				
B.1.20.5	Cost per call?				
B.1.20.6	Call destination?				
B.1.20.7	Date and time of call?				
B.1.20.8	Ability to assign costs to calls, either per minute or per call – including customizable reports that enable the billing of individual cost calls for billing purposes?				
B.1.21	Does the call management module support storing call data in a Microsoft SQL database?				
System Maintenance and Upgrades					
B.1.22	Does the proposed system have automated backup procedures?				
System Monitoring and Diagnostics					
B.1.23	Does the system support logging events to a centralized SNMP event monitoring system?				
B.1.24	Can the system be configured to send alarms and diagnostic information to the administrator when they are away from the system?				
B.1.25	For the following features, use the table to indicate if system monitoring is available:				
		Yes	No	Optional	

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

<u>Phone System Functional Requirements</u>					
Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
B.1.26	Does the proposed system support the following types of user equipment?				
B.1.26.1	Analog Telephones				
B.1.26.2	IP Telephones				
B.1.26.3	Proprietary Digital Phones				
B.1.26.4	Modems (Optional)				
B.1.26.5	Fax Machines (Optional)				
B.1.26.6	Cordless Telephones				
B.1.26.7	Video Conferencing Webcams and Stand Alone Equipment				
B.1.26.8	Does the system support BYOD functionality?				
B.1.27	Are cordless and/or corded headsets available for all telephones?				
B.1.28	If yes, do the headsets have the capability to answer multiple lines, place callers on hold and transfer?				
B.1.29	Do the proposed telephones provide the following features?				
B.1.29.1	Audio Volume Adjust				
B.1.29.2	Call Forward Busy				
B.1.29.3	Call Forward No Answer				

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B.1.29.4	Call Forward All Calls		
B.1.29.5	Call Hold/Release		
B.1.29.6	Call Park/Pickup		
B.1.29.7	Call Transfers Internally		
B.1.29.8	Call Transfers Externally		
B.1.29.9	Call Waiting		
B.1.29.10	Calling Line ID Name and Number		
B.1.29.11	Make/Drop Conference		
B.1.29.12	Last Number Redial		
B.1.29.13	Multiple Calls Per Line Appearance		
B.1.29.14	Call Waiting Caller ID Name and Number		
B.1.29.15	Prime Line Select		
B.1.29.16	Privacy		
B.1.29.17	Ringer Pitch Adjust		
B.1.29.18	Ringer Volume Adjust		
B.1.29.19	Shared Extensions on Multiple Phones		
B.1.29.20	Single Button Retrieve		
B.1.29.21	Speakerphone Mute		
B.1.29.22	Full Duplex Speaker Phone		
B.1.29.23	Speed Dial (Auto Dial)		
B.1.29.24	A system wide panic and/or emergency alert system that allows a user the ability to indicate an emergency with a single key, or a series of keys		
B.1.30	Does the proposed system support the following user features?		
B.1.30.1	Answer/Answer Release		

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B.1.30.2	Attendant or Operator Console
B.1.30.3	Audio Volume Adjust
B.1.30.4	Automatic Attendant
B.1.30.5	Auto Echo Cancellation
B.1.30.6	Automated Phone Installation Configuration
B.1.30.7	Automatic Phone Moves
B.1.30.8	Admission Control On WAN Usage
B.1.30.9	Call forwarding (Off Premise)
B.1.30.10	Call forwarding (Ring and/or No Answer)
B.1.30.11	Call forwarding (Self Directed)
B.1.30.12	Call Hold / Release
B.1.30.13	Call Park / Pickup
B.1.30.14	Call Transfer
B.1.30.15	Call Waiting
B.1.30.16	Calling Line ID Name and Number
B.1.30.17	Call waiting Caller ID Name and Number
B.1.30.18	Conference Calling – including the maximum number on a conference call. Also, the ability for customers to call in to a specific number for a conference call.
B.1.30.19	Dial by Name Directory
B.1.30.20	Direct Inward Dialing
B.1.30.21	Direct Outward Dialing (DOD)
B.1.30.22	Directory Merge/Transfer
B.1.30.23	Distinctive Ringing (internal vs. external call)
B.1.30.24	Distinctive Station Ringing Pitch
B.1.30.25	4 Digit Extension Dialing Between Locations

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 Attachment B, Technical Requirements

	(Required)			
B.1.30.26	4 Digit Extension Dialing Between existing PBX Locations			
B.1.30.27	Last Number Redial			
B.1.30.28	Multi-Station Hunt Groups Spanning Locations – including the ability to connect to off premise stations, and have those stations maintain all functionality including voicemail.			
B.1.30.29	Multiple Calls Per Line Appearance			
B.1.30.30	Multiple Line Appearances			
B.1.30.31	Shared Extensions on Multiple Phones			
B.1.30.32	Speakerphone Mute			
B.1.30.33	Speed Dial (Auto-Dial)			
B.1.30.34	Station Monitoring or Busy Lamp Field Across all locations.			
B.1.30.35	Toll and Nuisance Number (900,976,970,550,540)			
B.1.30.36	Tone On Hold			
B.1.30.37	Visual Message Displays (All digital telephones (with name, extension, etc.)			
B.1.30.38	Support for Dialing "9, 911" or "911"			
B.1.30.39	TTY Support			
B.1.31	Does the proposed system support Automated Call Distribution (ACD)? Does it include the ability to create and print customized reports to track performance? (Required)			
B.1.3101	Does the system provide the ability to prevent unauthorized users from connecting to the			

	system?				
B.1.31.02	Does the system provide the ability to force users to enter account codes prior to making calls?				
Desktop Call Management					
B.1.32	Does the proposed system include desktop call manager software?				
B.1.33	If yes to the above question:				
B.1.33.1	Can a system administrator customize available call features available to the end user for the desktop call manager software?				
B.1.33.2	Does the desktop call manager application provide the ability to dial across all locations in the system?				
B.1.33.3	If yes, does the call manager provide this same feature for dialing to legacy PBX locations?				
B.1.33.4	Does the desktop call manager provide call history or a call log for the end users telephone use?				
B.1.33.5	Does the desktop call manager provide call routing information for received calls and identify how the caller reached the users through the proposed system?				

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 Attachment B, Technical Requirements

B.1.33.6	Does the call manager software integrate with Microsoft Outlook 2013 allowing users to dial from their local contacts as well as the global address list?			
B.1.33.7	Does the call manager software execute on Windows 7 and Windows 8 platforms, both in 32 bit and 64 bit modes?			
911 Services				
B.1.34	Is your proposed system in compliance with all 911 emergency services mandates today? (Required)			
B.1.35	Does the proposed system provide the ability to send call notifications when 911 is called?			
B.1.36	If yes, can call notifications be sent through email?			
B.1.37	If yes, can call notifications be sent through text messages?			
B.1.38	If yes, can call notifications be sent through telephone notification?			
B.1.39	Can 911 call data be configured to provide specific location information such as; Courthouse basement, Room 32? Will correct and specific ANI/ALI information be sent with each 911 call?			
B.1.40	Does the proposed system support exporting 911 configurations to a text file for uploading into a third party database?			

<u>Voicemail Technical Requirements</u>					
Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
System Architecture					
B.2.1	Does the proposed system integrate with an NEC NEAX 2400 and a Nortel BCM 400 PBX and other third party PBX systems?				
Vendor Support					
B.2.2	Does the proposer maintain a support call-in center for problems? (Required)				
B.2.3	Does the Proposer provide on-site assistance if required?				
System Software					
B.2.4	Does the vendor have a published life-cycle policy for software?				
B.2.5	If hardware is being proposed as part of the solution does the vendor have a published life-cycle policy for hardware?				
System Specifications					
B.2.6	Is the proposed voicemail system centralized at a single site?				

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 Attachment B, Technical Requirements

B.2.7	Can the proposed system be distributed across different locations for redundancy and or failover?			
B.2.8	Is the voicemail system remotely accessible from a standard touch tone phone?			
B.2.9	Does the voicemail system provide an interface to deliver voicemail messages into Outlook 2013 to provide unified messaging without actually attaching the voicemail to the e-mail message?			
B.2.10	Does the proposed solution require the installation of software on desktop PC's for integration?			
B.2.11	Does the proposed system integrate with Microsoft's Active Directory and Microsoft's Exchange 2013 and have the ability to use the Exchange information store as the primary storage area for voicemail messages?			
B.2.12	If the proposed system offers Exchange 2013 integration can the system administrator set the file type and compression on the voicemail attachment?			
B.2.13	Is unified messaging included with the proposed system?			
B.2.14	Does the proposed system offer a "dial by name" feature?			
B.2.15	Can system prompts be interrupted by experienced users?			
B.2.16	Does the proposed system support "zero out" to an attendant?			
B.2.17	If the "zero out" destination is busy, or rings unanswered will the call be re-directed?			
B.2.18	Does they system support the administrator setting per station "zero out" destinations for individual users separate from the system wide target?			

B.2.19	Does the voicemail system support multiple greeting classes for each user?			
B.2.20	Does the system support automatic remote notification and delivery of voicemail messages to users?			
B.2.21	Does the voicemail system support lighting the message waiting light on all equipped phones?			
B.2.22	Does the voicemail system support guest mailboxes?			
B.2.23	Does the voicemail system support voicemail to text?			
B.2.24	Does the proposed system support setting limits on message length?			
B.2.25	Does the proposed system support administrator defined retention periods?			
B.2.26	Can retention periods be set globally?			
B.2.27	Can retention periods be set for specific individuals?			
B.2.28	Does the proposed system provide voicemail boxes for users without phones? Accessible as listen only mailboxes?			
System Administration				
B.2.28A	Is the system administration application accessible from any workstation on the LAN/WAN?			
B.2.29	Is the system administration application performed through a standard web browser?			
B.2.30	If yes to the question above, is Java a required component?			
B.2.31	Can all sites be managed from a centralized location?			
B.2.33	Is there a separate license required for each workstation that will need to administer the system?			

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 Attachment B, Technical Requirements

B.2.34	Is there a limit to the number of administrators that can be logged on to the system at one time?			
B.2.35	Does the application have online help?			
B.2.36	If your company is also bidding on the VOIP portion of the RFP does the proposed voice mail system integrate with the administration of the VOIP system?			
B.2.3601	Does the system support Authentication, Authorization, and Accounting Services (AAA)? If so, does it support storing on a central server?			
Reporting				
B.2.37	Does the proposed system include reporting services?			
System Maintenance and Upgrades				
B.2.38	Does the proposed system have automated backup procedures?			
B.2.39	When system updates are performed, must the system be shut down or restarted?			
System Monitoring and Diagnostics				
B.2.40	Does the system support logging of events to a centralized SNMP event monitoring system?			
B.2.41	Can the system be configured to send alarms and diagnostic information to the administrator when they are away from the system?			

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 Attachment B, Technical Requirements

Voicemail Functional Requirements

Question Number	Question	Yes	No	Optional	Available via 3rd Party or Workaround	Comments
B.2.42	Please indicated yes or no if the following features are available on the proposed voicemail system:					
B.2.42.1	Play a message					
B.2.42.2	Pause a message					
B.2.42.3	Resume a message					
B.2.42.4	Backup					
B.2.42.5	Jump forward					
B.2.42.6	Slow a message down					
B.2.42.7	Speed a message up					
B.2.42.8	Replay message					
B.2.42.9	Erase a message					
B.2.42.10	Dial the person that left message					
B.2.42.11	Record responses and reply to voicemail message					
B.2.42.12	Record message and mark as urgent.					
B.2.42.13	Forward messages to other users and append them with their own comments					
B.2.42.14	Send or forward messages to other users at any location in the system using extension addressing.					

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

Phone System Vendor Questionnaire	
B.3.1	Who manufactures the proposed system hardware and how long has the manufacturer been in business?
B.3.2	Does the manufacturer install the product or use business partners?
B.3.3	Does the manufacturer maintain a support call-in center for problems? If yes, please list the support options including days and hours and location of call centers.
B.3.4	Please detail how warranty issues are handled and the available hardware replacement options.
System Software	
B.3.5	Describe the hardware and software requirements of client equipment installed with the soft phone and/or call manager software.
B.3.6	Describe all the system software components for processing calls and identify the platforms where they are hosted in the proposed architecture.
B.3.7	Describe how the proposed software maintains call processing services to the users at all sites during server or WAN failures.
B.3.8	Please provide a copy of the vendor's published life-cycle policy for software?
Hardware Configuration	
B.3.9	What hardware is being proposed? Please provide the model name and number.
B.3.10	What is the maximum user capacity of the proposed IP communications system? Describe how the system scales to add new sites and users.
B.3.11	What is the maximum number of simultaneous conversations supported by the proposed system? Are conversations transmitted simplex, duplex or multiplex? Is the system non-blocking for voice calls?
B.3.12	Please provide a copy of the vendor's published life-cycle policy for hardware?
Network Infrastructure Requirements	
B.3.13	Describe the requirements to the data network to support the system including necessary infrastructure features and capabilities.
B.3.14	What services are required inside the LAN?
B.3.15	What services are required across the WAN?
B.3.16	Describe the requirements of the network and the telephone topography to support the system including necessary changes and enhancements.
B.3.17	In a converged network supporting voice and data, how are QoS issues resolved?

B.3.18	Explain how IP phones that are installed on the IP network are identified and added to the system?
B.3.19	Explain how the system reacts when switches and routers fail. Can reliable dial tone and call routing be achieved without purchasing redundant network hardware?
PSTN Legacy Integration Interfaces	
B.3.20	Identify all types of PSTN interface or trunks that the system supports?
B.3.21	Identify all supported interfaces for integrating with an NEC PBX.
Cabling	
B.3.22	Describe the system cabling including the number of wire pairs or wires or network connections required to support the specific hardware configuration, telephones, PSTN interfaces and connections to legacy equipment.
Station Hardware	
B.3.23	Provide a description of each IP telephone being proposed.
B.3.24	Is the system administration application performed through a standard web browser? If yes, what web browsers are supported and are any special third party tools required to run the application such as java or Microsoft's .net framework service?
B.3.25	Is a separate license required for each workstation that will need to administer the system?
B.3.26	When a system or station software updates are performed, must the system be shut down, or can these types of maintenance activities be performed while the system is online?

Voicemail Vendor Questionnaire	
B.4.1	Who manufactures the proposed system and how long has the manufacturer been in business?
B.4.2	Does the manufacturer install the product or use business partners?
B.4.3	Does the manufacturer maintain a support call-in center for problems? If yes, please list the support options including days and hours.
B.4.4	Please detail how warranty issues are handled and the available hardware replacement options.
System Specifications	
B.4.5	What is the maximum number of users supported by the proposed voicemail system?
B.4.6	How many ports are proposed to support the voicemail system? How many ports can be in use at one time, including the message waiting indicator function? If additional ports are needed in the future, please detail how these are added and the cost to do so.
B.4.7	Describe the quotas that can be defined for a particular voice mailbox. Indicate whether or not this is configurable by class of service.
B.4.8	What is the longest message that can be recorded by a caller? Does the proposed system support setting limits on message length?
B.4.9	How many messages can be stored in a subscriber's mailbox?
B.4.10	How long before deleted messages are erased from the system and does the system support users recovering deleted messages?
B.4.11	What is the maximum number of message minutes per user that can be stored in the system?
B.4.12	What is the maximum total number of message minutes or messages that can be stored in the system?
Hardware Configuration	
B.4.13	What hardware is being proposed? Please provide the model name and number.
B.4.14	What is the maximum user capacity of the proposed voicemail system? Describe how the system scales to add new sites and users.
B.4.15	Please provide a copy of the vendor's published life-cycle policy for hardware?
Network Infrastructure Requirements	
B.4.16	Describe the requirements to the data network to support the system including necessary infrastructure features and capabilities.

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

B.4.17	What capabilities are required inside the LAN?
B.4.18	What capabilities are required across the WAN?
B.4.19	Describe the requirements of the network and the telephone topography to support the system including necessary changes and enhancements.
Integration Interfaces	
B.4.20	Identify all supported interfaces for integration with NEC telephone equipment and VOIP telephone systems.
System Features	
B.4.21	Please list each way that system is accessible remotely. What other types of client devices supported?
B.4.22	Describe the impact on the existing email infrastructure to provide unified messaging?
B.4.23	Does the voicemail system support multiple greeting classes for each user? If yes, describe all available greeting classes.
System Administration	
B.4.24	Explain how users from the NEC NEAX 2400 and potentially the Nortel BCM 400 switch will be managed in the proposed voicemail system.
B.4.25	Is the system administration application performed through a standard web browser? If yes, what web browsers are supported and are any special third party tools required to run the application such as Java or Microsoft's .net framework service? If not, what are the equipment requirements to run the client?
B.4.26	Is a separate license required for each workstation that will need to administer the system?
B.4.27	When system or station software updates are performed, must the system be shut down, or can these types of maintenance activities be performed while the system is online?

ATTACHMENT C

SAMPLE CONTRACT AND EXHIBITS

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN _____
AND YAMHILL COUNTY

THIS AGREEMENT for information technology products and services ("Agreement") is entered into by and between Yamhill County, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Information Systems Division ("IS") and _____, a _____, with its principal place of business located at _____ ("CONTRACTOR"), referred to individually as Party and collectively as Parties.

WHEREAS, the COUNTY desires to acquire a replacement telephone system and accompanying voicemail system to support the business needs of Yamhill County and the City of McMinnville to effectively and efficiently _____ in accordance with the applicable laws of the State of Oregon (hereafter referred to as the "telephone system"), for and on behalf of COUNTY; and

WHEREAS, CONTRACTOR provides telephone systems and services and was the successful proposer to the COUNTY's RFP described below; and

WHEREAS, the COUNTY and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide a replacement telephone system and services to COUNTY in accordance with the terms herein and of the following Exhibits:

Exhibit A	COUNTY's RFP
Exhibit B	CONTRACTOR's Response to COUNTY's RFP
Exhibit B-1	CONTRACTOR's Technical and Cost Proposal
Exhibit C	Statement of Work and associated Attachments
Exhibit D	Schedule of Milestones, Fees and Payments
Exhibit E	Project Implementation Plan
Exhibit F	Master Agreement for Licensed Software, Hardware and Services
Exhibit F-1	Professional Services Schedules for Master Agreement
Exhibit G	Source Code Escrow Agreement
Exhibit H	Insurance Requirements
Exhibit I	Performance Bond (form)
Exhibit J	Travel and Expense Policy

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties agree as follows:

1.0 **Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:

- 1.1 "Acceptance" or "Accepted" shall mean that a Deliverable Acceptance Statement from the COUNTY has been sent to CONTRACTOR indicating that a Deliverable's acceptance criteria has been met to the COUNTY's satisfaction.
- 1.2 "Confidential" shall have the meaning provided in Section 12.1.
- 1.3 "Deliverable" shall mean any product, service, document, software, Source Code, data, or other item produced by CONTRACTOR and provided to the COUNTY for acceptance.

(SAMPLE)

- 1.4 "Development" shall mean any idea, concept, design, invention, creative work, discovery, product, specification, computer software program (other than the Software), database, original work of authorship, formula, process, composition of matter, improvement, drawing, note, document, information, trade secret, material made, or any combination thereof, as well as any improvements thereto, and related sales, business, and marketing plans, made,

conceived, discovered, developed or reduced to practice by CONTRACTOR, alone or with others, which result from or relate in any way to services provided by CONTRACTOR to COUNTY.

- 1.5 **"Documentation"** shall mean manuals, training materials, information or diagrams relating to any aspects of the System, including Software and Source Code.
- 1.6 **"Effective Date"** shall be the date that the Agreement is fully executed and signed by all Parties to the Agreement.
- 1.7 **"Final Acceptance"** shall mean all Deliverables and the System have been Accepted by the COUNTY in accordance with the Statement of Work, and in accordance with the process defined in the Statement of Work.
- 1.8 **"Go-Live Date"** shall be the date that COUNTY and CONTRACTOR establish as the date CONTRACTOR's Telephone System begins operating as the day to day operational Telephone system for the COUNTY.
- 1.9 **"Initial Use Date"** shall be the date one or more components, but not necessarily all, of CONTRACTOR's Telephone System products are first used by the COUNTY on a day-to-day basis to perform functions no longer performed by the former telephone system.
- 1.10 **"Milestone"** shall mean a collection of Deliverables as shown in (Exhibit D), and for which the payment indicated shall be made by the COUNTY after all Deliverables associated with that Milestone have been fully Accepted by the COUNTY.
- 1.11 **"Retainage"** shall mean all portions of a payment as defined in Exhibit D held to ensure full performance of the Agreement terms pursuant to this Agreement.
- 1.12 **"Software"** shall mean the operating systems required by the Telephone System (including associated Voicemail system) provided by CONTRACTOR, including any and all modifications, interfaces, third-party software, information about such applications, and any related elements pursuant to those certain Software License and Software Maintenance and Support Agreement(s) entered into by the parties as part of this Professional Services Agreement.
- 1.13 **"Source Code"** shall mean code in an industry-recognized high-level programming language, using industry accepted and proper programming procedures, documentation and methods, that when compiled will run the System, or one or more components of the System, purchased in this Agreement and that is readable and able to be manipulated by a human.
- 1.14 **"Statement of Work"** shall mean Exhibit C.
- 1.15 **"Subcontractor"** shall mean any person or entity not an employee of CONTRACTOR or COUNTY, which person or entity CONTRACTOR uses to supply or assist in supplying any Deliverables under this Agreement, to otherwise perform any of CONTRACTOR's obligations under this Agreement.
- 1.16 **"System"** shall mean the final configuration and setup of the Telephone System and associated software, including migrated or converted data, installation, configuration, and database design, so that the Telephone System and related elements perform in the manner intended.
- 1.17 **"Time and Materials"** shall mean work performed by staff whose education and training is appropriate to the complexity of the task, charged at CONTRACTOR's published hourly rates at the time of commencement of the work, together with materials charged at CONTRACTOR cost.
- 1.18 **"Work Order"** shall mean the document used by COUNTY and CONTRACTOR to initiate the process set forth in the Statement of Work for requesting one or more modifications or enhancements to the Software.
- 1.19 **"Work Order Request"** shall mean a request by CONTRACTOR for COUNTY to consider submitting a Work Order.

(SAMPLE)

2.0 Products and Services

2.1 Work Requirements: In consideration for the payments described in Section 3.0 hereof, unless sooner terminated, CONTRACTOR will provide COUNTY with the products and services described in the Statement of Work and Schedule of Milestones, Fees, and Payments incorporated hereto as Exhibits C & D, respectively.

2.2 Operating System Software: CONTRACTOR shall deliver to COUNTY a software license for all required software described in Exhibit F (hereafter the "Operating System Software" or "System").

2.3 Hardware and Third-Party Software: The Contractor Master Agreement for Licensed Software and Services fully sets out the third-party software components associated with this Agreement. Rights to commercial off-the-shelf software products provided by third-party software vendors may be subject to licensing provisions of those third-party software vendors, which licenses the COUNTY hereby accepts.

Compensation and Payment Provisions

3.1 The COUNTY shall make payments to CONTRACTOR for the products and services in the amount and at such times as are set forth in the Schedule of Milestones, Fees, and Payment attached hereto as Exhibit D. In accordance with Exhibit D, the COUNTY shall make payment upon the occurrence of each specified Acceptance of one or more Deliverables entitling CONTRACTOR to a Milestone payment. Upon the occurrence and Acceptance by the COUNTY of one or more Deliverables entitling CONTRACTOR to a Milestone payment, CONTRACTOR shall issue an invoice. COUNTY shall pay invoices within thirty (30) days after an invoice has been received at the COUNTY and approved by the authorized COUNTY representative.

3.2 Services listed as capped in Exhibit D are fees quoted by CONTRACTOR. CONTRACTOR agrees to keep accurate records for all capped services indicating the fees that would be owed to CONTRACTOR on a Time and Materials basis based upon a labor rate \$ _____ per hour, and materials at cost as set forth in Exhibit D. In the event that the fees so calculated for a given capped service do not exceed the fees quoted in Exhibit D for such capped service, the fees so calculated shall be the amount owed by COUNTY for such capped service. However, the fees owed by COUNTY for given capped service shall in no event exceed the fee quotes as shown in Exhibit D.

3.3 Except for CONTRACTOR's travel-related expenses meeting the criteria set forth in Section 3.4, the fees in Exhibit D constitute the entire compensation due to CONTRACTOR under this Agreement.

3.4 All CONTRACTOR related travel expenses that are incurred as a direct result of the services performed according to the terms of this Agreement shall be reimbursed at cost. The amount CONTRACTOR is eligible to be reimbursed under the terms of this Agreement shall be capped at \$ _____. This cap may not be changed without a valid Change Request agreed to by both parties. CONTRACTOR agrees to use reasonable efforts to stay within the travel policy as defined Exhibit J, Travel and Expense Policy. If costs are expected to exceed the travel policy, CONTRACTOR will obtain approval from COUNTY for such expenses prior to the expenses being incurred. Expenses shall be invoiced monthly at cost as provided in Section 3.1. Each invoice shall identify the traveler, the cause for the travel and the specific work or item for which the expenses were incurred. Invoices shall provide details of travel expenses, including airfare, lodging, transportation and per diem or meals allowance.

3.5 Retainage shall be paid as provided in Exhibit D. In the event a delay of greater than thirty (30) calendar days and the mutually-agreed upon Go-Live Date is caused solely by COUNTY, CONTRACTOR shall be entitled to receive a full release of the Retainage associated with the Go-Live event. The COUNTY shall be deemed to be the sole cause of the delay if the COUNTY delays the Go-Live Date after all Severity 1 issues have been resolved or deferred by the COUNTY and there is no other basis under this Agreement or the Software License and Software Maintenance and Support Agreement(s) to justify the delay.

4.0 Term

4.1 The Effective Date of this Agreement will be _____ 2014 or upon the date of signatures by all Parties, whichever is later. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on the _____ of _____, 201____. The Agreement may be extended for ninety (90) days beyond the Agreement period and is subject to the limits of available funding.

(SAMPLE)

5.0 Access to Records

5.1 CONTRACTOR shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to United States Generally Accepted Accounting Principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least seven (7) years following final payment. COUNTY's authorized representatives shall have the right to direct access to all of CONTRACTOR's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. COUNTY shall reimburse CONTRACTOR for CONTRACTOR's reasonable cost of preparing such copies.

6.0 Compliance with Applicable Law

6.1 Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of, connected with, or as a result of the violation.

7.0 Indemnification

7.1 **Indemnification by CONTRACTOR.** CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of CONTRACTOR, its officers, agents, and employees in connection with the performance of any services under Agreement.

7.2 **Indemnification by COUNTY.** COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from any and all claims, liabilities, demands damages, actions or proceedings arising from or relating

to the negligence, wrongful acts or omissions of COUNTY, its officers, agents, and employees in connection with COUNTY's performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 10.

7.3 Infringement Indemnification by CONTRACTOR. CONTRACTOR agrees to indemnify and defend COUNTY against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, trade secret or other intellectual property law based upon COUNTY's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against COUNTY or paid in settlement. CONTRACTOR shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing. COUNTY agrees to give CONTRACTOR prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on CONTRACTOR's rights in the Telephone System. CONTRACTOR shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 7.3, CONTRACTOR may, in its sole discretion, (a) procure for COUNTY the right to continue using the Telephone System; or (b) provide a substitute, non-infringing Telephone System. Notwithstanding the above. CONTRACTOR shall have no obligation under this Section 7.3 with respect to any claim or action that is based upon (a) COUNTY's use of the Telephone System in breach of any term or condition of this Agreement; (b) the use or combination of the Telephone System with any third-party product, software, hardware, or system, except as provided herein or under any attached Schedule; or (c) modification of the Telephone System other than by a representative of CONTRACTOR.

8.0 Insurance/Performance Bond

8.1 Throughout the term of this Agreement, CONTRACTOR shall maintain at all times commercial general liability insurance and property damage insurance, covering its activities and operations under this Agreement. CONTRACTOR shall add COUNTY, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and an Endorsement shall be issued by the company showing COUNTY as an Additional Insured and the coverage shall contain

(SAMPLE)

a 30-day Notice of Cancellation endorsement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300, as requested in the attached Insurance Requirements, Exhibit H. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

8.2 RESERVED

8.3 CONTRACTOR shall obtain and maintain at all times during the term of this Agreement, workers' compensation insurance with statutory limits and employers' liability insurance.

8.4 CONTRACTOR shall provide COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

8.5 CONTRACTOR shall furnish and maintain in effect at all times during the Professional Services Agreement, a performance bond in the amount of \$ _____. CONTRACTOR shall use the performance bond format furnished by CONTRACTOR as Exhibit I and notarized by CONTRACTOR's surety company authorized to do business in the State of Oregon.

9.0 Warranty

9.1 CONTRACTOR warrants that in performing the services under this Agreement:

9.1.1 The Telephone System will perform in accordance with CONTRACTOR's response to COUNTY's RFP, this Agreement including all Exhibits and the Master Agreement for Licensed Software, Hardware and Services, including all attached Schedules, which are incorporated herein by this reference.

9.1.2 All work and work products will strictly comply with and be in conformity with the descriptions and representations of the Statement of Work (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements).

9.1.3 CONTRACTOR acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. CONTRACTOR agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, CONTRACTOR, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the COUNTY. CONTRACTOR further agrees that it will not accept any fee or financial remuneration from any entity or person other than the COUNTY for its performance under this Agreement.

9.1.4 The Software Source Code provided to the COUNTY is the correct code, is human-readable, contains comments in the English language, and will, as provided, correctly compile into the Telephone System and operate as intended without data loss or corruption.

10.0 Force Majeure

10.1 Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

11.0 Ownership of Data and Software

11.1 COUNTY will retain all title, rights, and ownership of all data, and other data created and/or acquired by use of the Telephone System. COUNTY may duplicate the data entered into the Telephone System on any media. COUNTY will retain ownership of all data created by the use of the Telephone System as stored on any media. CONTRACTOR retains all rights to its software, and COUNTY may only use such software pursuant to this Agreement. CONTRACTOR does not have any obligation to convert or transfer any data to any other format, to allow use of its Telephone System other than as set forth in Exhibit C, Statement of Work. Customer or CONTRACTOR may develop, and Customer shall retain ownership of, all hooks, interfaces, or similar tools for use with the Telephone System provided that the hook, interface, or tool require any modification or alteration of the underlying code of the Software. CONTRACTOR shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

11.2 It is understood by both Parties that during the term of this Agreement CONTRACTOR requires access to certain data owned by the COUNTY in order to fulfill its duties as required by the Statement of Work. CONTRACTOR therefore agrees to destroy all such data in CONTRACTOR's possession within

(SAMPLE)

one (1) year after Final Acceptance, and to notify the COUNTY in writing that such destruction has occurred.

11.3 In the event CONTRACTOR, its heirs or assigns cease doing business or otherwise exit the business activity supporting the Software, CONTRACTOR will deliver the most current version of the underlying Software source code required to continue the functions of the Telephone System to the COUNTY. COUNTY will be free, at COUNTY's sole discretion, to continue use of the Software associated with the Telephone System with no further financial obligation to CONTRACTOR, its heirs or assigns. COUNTY recognizes that the Software will be unsupported at that point and that CONTRACTOR, its heirs or assigns, will have no obligation to COUNTY relating to updates, maintenance or other forms of technical support.

12.0 Confidential Information

12.1 The Parties acknowledge that in the course of performing its responsibilities under this Agreement, that each Party may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained

by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

12.2 Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party as of the time of its disclosure;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or
- (e) is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

Termination

13.1 Default by CONTRACTOR: If CONTRACTOR defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the sending of notice to the address on this Agreement that it is in default, COUNTY may, at its option, terminate the Agreement by delivering written notice to CONTRACTOR at the address in this document, and paying CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, all sums due under this Agreement for all work and Services performed by CONTRACTOR, and accepted by COUNTY, to the initial date of the default. For the purposes of this Agreement, material obligations are any obligation under the terms of this Agreement, which, if not completed according to the terms of the Agreement, would render the system inoperable.

13.2 Mutual Consent/Convenience: All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' notice in writing, and
(SAMPLE)

delivered by certified mail. All or part of this Agreement may be terminated by the COUNTY at the COUNTY's convenience upon sixty (60) days' notice in writing and delivered by certified mail.

13.3 Funding Out: If the Board of Commissioners of COUNTY reduces, changes, eliminates or otherwise modifies the funding for any of the services identified, CONTRACTOR agrees to abide by any such decision, including termination of service.

13.4 Miscellaneous: The COUNTY may also terminate all or part of this Agreement for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this Agreement.
- c. Upon notice of denial, revocation or non-renewal of any license or certification required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
- d. If CONTRACTOR fails to start services on the date agreed upon by the COUNTY and CONTRACTOR.
- e. Failure of CONTRACTOR or the COUNTY to comply with the provisions of this Agreement or all applicable federal, state and local laws and rules may be cause for termination of this Agreement. Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.
- f. Immediately in the event of an emergency or if it is deemed by the COUNTY in its reasonable discretion to be in the public interest.

13.5 COUNTY shall not be liable for anticipated profits based upon work or Services not yet performed as of the date of termination. If payments previously made to CONTRACTOR exceed the amount CONTRACTOR is entitled to receive pursuant to this Section, CONTRACTOR shall immediately repay COUNTY the difference.

14.0 Data Backup

14.1 Data backup and restoration of data will be performed and maintained by the COUNTY.

15.0 Work Orders

15.1 COUNTY Initiated. In the event that the COUNTY desires to modify or amend the Statement of Work, the COUNTY will work with CONTRACTOR to initiate a Work Order to CONTRACTOR noting the general scope, Deliverables, and timeline requirements for the services requested. CONTRACTOR shall respond in writing within ten (10) days of receipt of a COUNTY Work Order, or at another time as mutually agreed, providing a specific recommendation for the solution, and providing the COUNTY with a not-to-exceed cost for the work proposed in the Work Order. CONTRACTOR's written response will include a breakdown of the number of staff hours, level of personnel needed to effect this change, and technical design information for the proposed solution. There shall be no charge for the preparation of this response.

15.2 CONTRACTOR Initiated. In the event that CONTRACTOR desires to modify or amend the Statement of Work, CONTRACTOR may submit an unsolicited Work Order Request to the COUNTY for COUNTY's consideration. CONTRACTOR's submission of an unsolicited Work Order Request to COUNTY does not modify or amend the Statement of Work in any way, and creates no COUNTY obligations whatsoever.

15.3 Approval. COUNTY approval for any modification or amendment to the Statement of Work will be indicated solely through COUNTY's written approval of a specific Work Order.

15.4 Service Out of Scope. In the event CONTRACTOR believes that the COUNTY is requiring work outside the scope of the Agreement requirements, CONTRACTOR's sole remedy is to provide a written Work Order Request for the COUNTY's approval or disapproval. CONTRACTOR shall include within such Work Order Request a description of the work required that CONTRACTOR considers to be outside the scope of the Agreement requirements, the date CONTRACTOR would start the work, and the complete cost of such work, including the cost and time to complete such

work. COUNTY shall have fifteen (15) days from the date of receipt of the written Work Order Request, or such amount of time as is

(SAMPLE)

mutually agreed, to approve or disapprove the Work Order Request. During the pendency of the Work Order Request, CONTRACTOR shall continue working without stoppage on all contractual work, including the work that is the subject of a Work Order Request. For clarification, and not as a limitation, stopping work during the pendency of a CONTRACTOR Work Order Request shall be considered a material breach.

15.5 All Work Order Requests will be in writing and approved by both Parties and will be treated as an amendment to this Agreement pursuant to subsection 16.7 of this section.

16.0 Miscellaneous

16.1 **Governing Law and Venue:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in this court.

16.2 **Equitable Remedies:** The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages may be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

16.3 **Integration:** This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

16.4 **Notices:** Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor:

Notice to COUNTY:

Yamhill County Information Systems
Attn.: Murray Paolo
535 NE 5th Street
McMinnville, OR 97128

16.5 **Assignment:** This Agreement shall be binding on the Parties hereto and its respective successors and assigns. Neither Party shall have the power to assign this Agreement without the prior written consent of the other.

16.6 **Subcontractor:** CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of the COUNTY.

16.7 **Waiver and Amendments:** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties, which writing must refer to this Agreement. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any

(SAMPLE)

time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of either party to thereafter enforce each and every provision.

16.8 **Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

16.9 Severability: If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect in order to best accomplish the original intent of the parties.

16.10 Default: A failure to perform under the Master Agreement for Licensed Software, Hardware, and Services, and Source Code Escrow Agreement(s) shall be a default under this Agreement. The COUNTY reserves all legal remedies available.

16.11 CONTRACTOR Responsibility for Taxes: Property, sales, and use taxes shall not be included in invoices submitted to the COUNTY pursuant to this Agreement.

16.12 Delivery: If applicable, CONTRACTOR shall arrange for delivery of any CONTRACTOR supplied hardware to the appropriate COUNTY installation site(s) in accordance with the Statement of Work (Exhibit C). Shipment of the hardware shall be F.O.B. the COUNTY's receiving point at the installation site(s). CONTRACTOR shall pay all reasonable transportation and insurance charges for the hardware up to the COUNTY's receiving point at the installation site(s).

16.13 Risk of Loss & Title: If applicable, CONTRACTOR shall bear the risk of loss or damage to the hardware while in transit to the COUNTY's premises and the installation site(s). The COUNTY shall bear all risk of loss or damage to the hardware after delivery to the installation site(s), unless such loss or damage is due to the negligence or willful acts of CONTRACTOR, its employees, agents, representatives or subcontractors. CONTRACTOR shall transfer title to the hardware to the COUNTY upon the COUNTY's full payment for said hardware in accordance with Exhibit D.

16.14 Independent Contractor Status: CONTRACTOR is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for COUNTY under this Agreement. The COUNTY conducts open employment recruitment process when filling regular COUNTY positions. Any individual employed by CONTRACTOR and providing services to the COUNTY under this Agreement would be eligible to apply for any open recruitment at the COUNTY and accept a position if offered by the COUNTY, through the normal COUNTY employment recruitment process. The COUNTY will not hire anyone employed under this Agreement outside of its open recruitment process.

16.15 Project Team Replacement. The COUNTY reserves the right to reject or request removal of any employee of CONTRACTOR identified as a key resource for the project team for implementation of the Telephone System provided under this Agreement. Any change or replacement of a key resource must have prior approval by the COUNTY and the key resource replacement must have substantially similar experience and knowledge of the Telephone System and project as the individual being replaced, and such approval shall not be unreasonably withheld.

16.16 Integration and Merger: This written Agreement and the attached exhibits, all of which are incorporated herein by this reference, and any subsequent amendments executed in accordance with Section 16.7, as well as the Master Agreement for Licensed Software, Hardware, and Services and all exhibits constitute the entire Agreement between the parties and supersede any prior oral or written statements, discussions, or understanding between the parties.

16.17 Attachments: Attached to and made part of the Agreement are the following:

Exhibit A	COUNTY's RFP
Exhibit B	CONTRACTOR's Response to COUNTY's RFP
Exhibit B-1	CONTRACTOR's Technical and Cost proposal
Exhibit C	Statement of Work and associated Attachments
Exhibit D	Schedule of Milestones, Fees, and Payments
Exhibit E	Project Implementation Plan
Exhibit F	Master Agreement for Licensed Software, Hardware and Services
Exhibit F-1	Professional Services Schedules for Master Agreement
Exhibit G	Source Code Escrow Agreement
	(SAMPLE)

Exhibit H	Insurance Requirements
Exhibit I	Performance Bond
Exhibit J	Travel and Expense Policy

In the event of a conflict between this document and its exhibits, this document shall control over the Statement of Work, and the Statement of Work shall control over the other exhibits. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement,
 1. Professional Services Agreement
 2. Statement of Work, Exhibit C and associated Attachments
 3. Master Agreement for Licensed Software, Hardware, and Services, Exhibit F and associated Schedules, Exhibit F-1

4. Schedule of Milestones, Fees, and Payments, Exhibit D
5. Project Implementation Plan, Exhibit E
6. Source Code Escrow Agreement, Exhibit G
7. Insurance Requirements, Exhibit H
8. Performance Bond, Exhibit I
9. Travel and Expense Policy, Exhibit J

- B. COUNTY's RFP
- C. CONTRACTOR's Response to the COUNTY's RFP

16.18 Further Documentation: The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

16.19 Survival: The terms of Sections 7 (Indemnification), 9 (Warranty), 11 (Ownership of Data and Software), and 12 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

16.20 Civil Rights: CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states, in part, that no qualified person shall on the basis of disability, race, color, sex, religion, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

16.21 Incorporation of statutory provisions required for public contracts. CONTRACTOR certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. More specifically:

Wages: As required for public contracts subject to ORS Chapter 279B, the following conditions concerning hours of labor shall apply:

CONTRACTOR shall not employ any person performing work under this Agreement for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. CONTRACTOR shall pay all individuals performing work under this Agreement at least time-and-a-half pay:

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279B.020.

CONTRACTOR must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(SAMPLE)

Any CONTRACTOR or subcontractor or CONTRACTOR's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, CONTRACTOR or subcontractor or CONTRACTOR's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

As required specifically under ORS 279B.235, the following provisions shall apply for conditions concerning hours of labor:

For a contract for personal services as defined in ORS 279A.055, CONTRACTOR shall pay all individuals performing personal services under this Agreement at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded from receiving overtime under ORS 653.010 to 653.261 or under 29 USC 201 to 209.

For a contract for services, persons employed under this Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

16.22. Attorney fees and costs. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action

16.23 Use of COUNTY Facilities. CONTRACTOR and its employees or agents shall have the right to use only those facilities of COUNTY that are necessary to perform the Services under this Agreement and shall have no right of access to any facility of COUNTY without the prior written approval of COUNTY management. COUNTY shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of CONTRACTOR or its employees, subcontractors or agents which may be stored on COUNTY premises, except to the extent that such loss, theft, disappearance or damage is caused by the sole negligence of the COUNTY.

16.24. Incorporation. The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

16.25. No Third Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

16.26 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

(Signature page follows)

(SAMPLE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

YAMHILL COUNTY
BOARD OF COMMISSIONERS:

CONTRACTOR

Chair Date

Commissioner Date

Commissioner Date

Name:

Signature Date

Tax ID#

Recommended by:

Yamhill County Information Systems Date

APPROVED AS TO FORM:

Yamhill County Legal Counsel Date

**EXHIBIT A
YAMHILL COUNTY RFP**

(Attached as separate document.)

EXHIBIT B
CONTRACTOR RESPONSE TO RFP

(Attached as separate document.)

**EXHIBIT B-1
CONTRACTOR'S TECHNICAL AND COST PROPOSAL**

(Attached as separate documents.)

**EXHIBIT C
STATEMENT OF WORK**

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(Attached as separate document.)

EXHIBIT D

SCHEDULE OF MILESTONES, FEES AND PAYMENTS

(Attached as separate document.)

**EXHIBIT E
PROJECT IMPLEMENTATION PLAN**

(Attached as separate document.)

**MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES
INCLUDING SCHEDULES (EXHIBIT F-1)
(Attached as separate document.)**

Exhibit G

SOURCE CODE ESCROW AGREEMENT

(Attached as separate document.)

**Exhibit H
INSURANCE REQUIREMENTS
Yamhill County**

During the entire term of this Agreement (and for 5 years following expiration of this Agreement for Professional Liability Insurance), Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit H and the Agreement document, this Exhibit H shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> Not required <i>(Contractor has one Or more employees) (Contractor has no Employees Must Provide written statement as such)</i></p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$3,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this Agreement.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$1,500,000 for each occurrence for bodily injury and property damage.</p> <p><input type="checkbox"/> Required <input type="checkbox"/> NOT Required <input type="checkbox"/> Exclusion approved by Business Services-Risk Management</p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage for the indemnity provided under this Agreement and provide by separate written endorsement that County its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this Agreement.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p><input type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury). OR For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this Agreement will depend on nature of contracted services.)</p> <p><input checked="" type="checkbox"/> \$500,000 each accident <input type="checkbox"/> \$1,500,000 each accident <input type="checkbox"/> N/A</p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the work or Services provided under this Agreement.</p> <p><u>The County will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name County, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this Agreement.</p>
<p>Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s).</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this Agreement and a separate written endorsement adding Yamhill County its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded the County as an Insured shall apply as primary and not excess to any insurance issued the County, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Send the Certificate of Insurance to: Yamhill County, ATTN: County Counsel, 434 NE Evans, McMinnville, OR 97128</p>	

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY YAMHILL COUNTY RISK MANAGEMENT - Revised January 2011

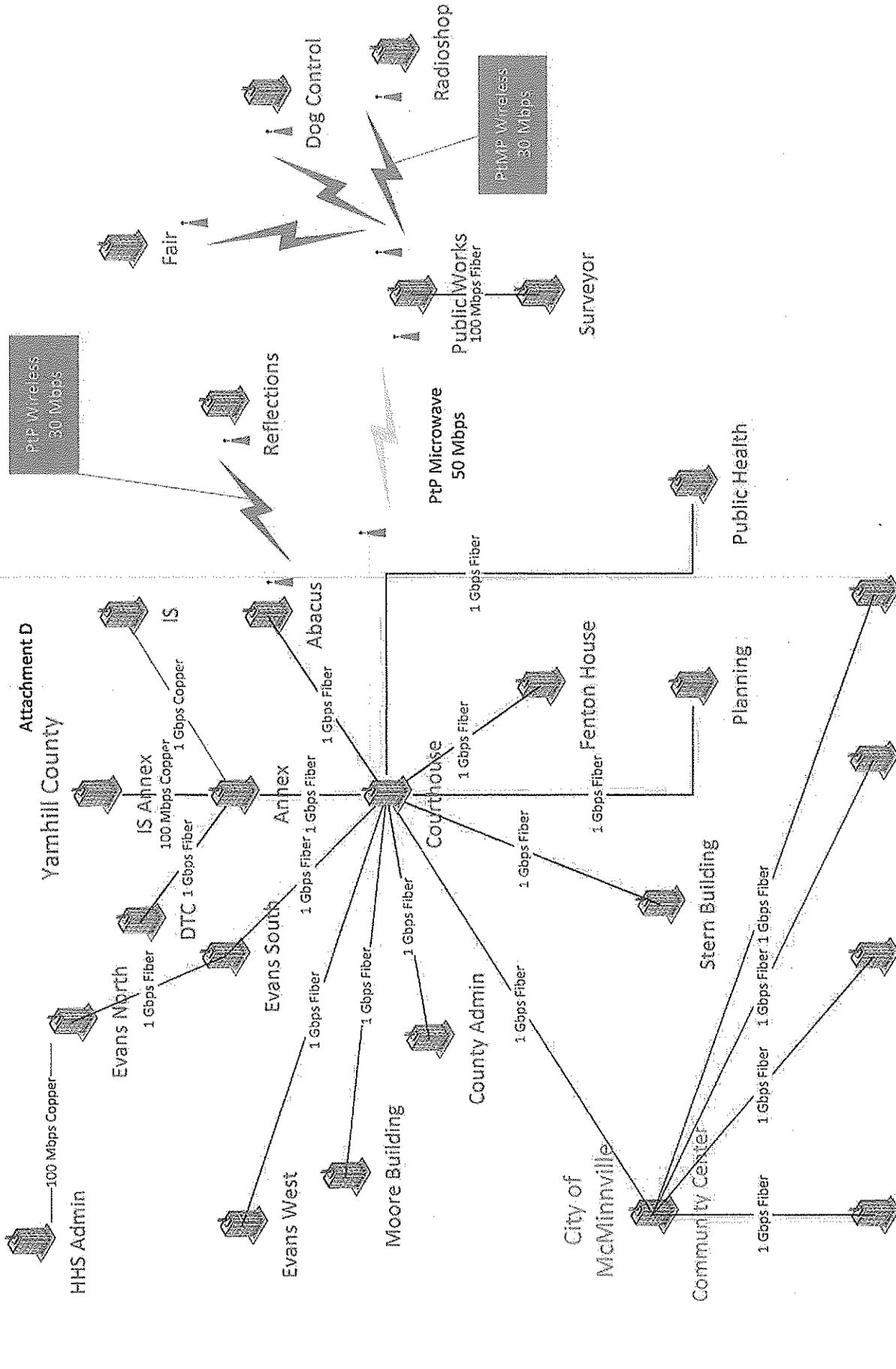
EXHIBIT I
PERFORMANCE BOND

Attach copy of original Performance Bond

EXHIBIT J
Travel and Expense Policy

Yamhill County 2013 Phone System Replacement RFP

Yamhill County/City of McMinnville Network



Yamhill County Phone System Replacement RFP
Attachment E

Current phone services and locations

Building	Address	# of lines	extras	Connection
City Public Works	1900 NE Riverside Drive	7	call processing; outcalling	fiber/remote shelf
OSU Extension Service	2050 NE Lafayette Avenue	13	hunt group	T1/remote shelf (at PW)
County Public Works Bldg	2060 NE Lafayette Avenue	11	ACD; call processing (after hours); hunt group	T1/remote shelf
PW Shops and other bldgs	2060 NE Lafayette Avenue	8	call processing; OPX	T1 (others are OPX)
Dog Control	2070 NE Lafayette Avenue	3	OPX	OPX
Senior Center	2250 NE McDaniel Lane	6	hunt group	fiber/remote shelf
Comm Dev Center	231 NE 5th	16	hunt group	fiber/remote shelf
Fire Dept Substation	210 NW Baker Creek Rd	2		OPX
WRF	3500 NE Clearwater Drive	20	call processing; outcalling	fiber/remote shelf
Public Health	412 NE Ford	45	ACD; call processing (after hours); vm sw boxes with DIDs	cable
Clerk's office	414 NE Evans	27	hunt groups; vm sw boxes with DIDs	cable
Family and Youth	420 NE 5th	43	ACD	cable
Day Mgmt Center	420 NE 7th	4		cable
BOC office	434 NE Evans	15	call processing; hunt group	cable
County Planning	525 NE 4th	22	ACD; call processing; vm sw mailboxes	cable
Courthouse	535 NE 5th	163	ACD; call processing; hunt group; vm sw mailboxes; ring down phone	cable
Accounting House	536 NE 5th	10		cable
Community Center	600 NE Evans	11	call processing	cable
Corrections	615 NE 6th	33	ACD; call processing; vm sw mailboxes	cable
Abacus	625 NE Galloway	14		cable
County IS 626	626 NE 7th	4	call processing	cable
County IS 636	636 NE 7th	6	call processing	cable
HHS Evans St Campus	627 NE Evans	80	ACD; call processing; vm sw mailboxes	cable
HHS Business Svcs	638 NE Davis	10		cable
Veterans	707 NE Ford	3		cable

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McMinnville and Newberg DID routing
 paging extensions
 voicemail outcalling
 interalia (greetings, music) for ACD groups
 KEO (keyboard expansion options) for phones that need a lot of buttons
 analog adapters
 multiple line appearance
 DSS (direct station select) buttons
 voicemail

Yamhill County Phone Replacement RFP
Attachment F, Statement of Work Minimum Elements

The Statement of Work associated with the response to this RFP will contain at least the following minimum elements:

- 1)- Assess all current phone locations and determine whether a proposed solution will require additional wiring, network equipment, or other provisions in order to be serviced by a new proposed solution.

- 2)- From task #1 above, develop an infrastructure development plan with the necessary hardware or other associated equipment necessary to fully prepare for a new proposed solution.

- 3)- Coordinate with Yamhill County and our associated vendors to bring any necessary infrastructure issues up to compliance in order to work with a new proposed solution for Voice Over IP services.

- 4)- Develop an implementation plan for a new proposed solution for Voice Over IP services. This will include, but not be limited to, the specification of the new solution, the ordering, installation, configuring, training, and cutover of a new Voice Over IP system. Interfaces with existing additional telephone switch systems must be included.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (IKUB-3985T00-0-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 10-25-13

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (IKUB-3985T00-0-13)

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DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 10-25-13

ST ASSIGN:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

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1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an

additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this paragraph. 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:
 - (a) It is required by the written contract or written agreement; and
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of

additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this paragraph. **2.a.**, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:
 - (a) It is required by the written contract or written agreement; and
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

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A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of

such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
 - a. Prior to the termination date of any joint venture, partnership or limited liability company; or

such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

4. Other Insurance

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This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

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Paragraph **3.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
 - a. Prior to the termination date of any joint venture, partnership or limited liability company; or

- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph **1.b.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES

Paragraphs **(3)** and **(4)** of Exclusion **j. Damage to Property** of **SECTION I – EXCLUSIONS** do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to **PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES** and is included within the General Aggregate Limit as described in **SECTION III – LIMITS OF INSURANCE**.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of "personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision **9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE)** does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE** does not apply to policies issued in the states of New York or Ohio.

D. This provision **9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE)** does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of **Section II – Who Is An Insured** is deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. **Damage to Property** of **SECTION I – EXCLUSIONS** do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to **PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES** and is included within the General Aggregate Limit as described in **SECTION III – LIMITS OF INSURANCE**.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of "personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

p. **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. **Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE** does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (**Medical Payments**) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of **Section I – Coverage C – Medical Payments**, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under **Section I – Supplementary Payments –Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

12. PROPERTY DAMAGE – ELEVATORS

With respect to Exclusions of **Section I – Coverage A**, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **Section I – Coverage A – Bodily Injury and Property Damage** the last paragraph of 2. **Exclusions** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (**Medical Payments**) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of **Section I – Coverage C – Medical Payments**, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under **Section I – Supplementary Payments – Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

12. PROPERTY DAMAGE – ELEVATORS

With respect to Exclusions of **Section I – Coverage A**, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **Section I – Coverage A – Bodily Injury and Property Damage** the last paragraph of **2. Exclusions** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with

permission of the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision **13. (LEGAL LIABILITY – DAMAGE TO PREMISES)** does not apply if Damage To Premises Rented To You Liability under **Section I – Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under **Section I – Coverage A – Bodily Injury and Property Damage**, Exclusion **2.g.**, subparagraph **(2)** is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion **2.g.** of **Section I – Coverage A – Bodily Injury and Property Damage**, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

permission of the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

C. Paragraph **6. Damage To Premises Rented To You Limit** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph **4.b.(1)(b)** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision **13. (LEGAL LIABILITY – DAMAGE TO PREMISES)** does not apply if Damage To Premises Rented To You Liability under **Section I – Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under **Section I – Coverage A – Bodily Injury and Property Damage**, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion 2.g. of **Section I – Coverage A – Bodily Injury and Property Damage**, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

Volume 115
Page 1580

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

We waive any right of recovery we may have against the person or organization shown in the Schedule above

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

Volume 115
Page 1581

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

We waive any right of recovery we may have against the person or organization shown in the Schedule above

POLICY NUMBER: 5082934738

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Structured Communication Systems, Inc.
Endorsement Effective Date: 1/1/14

SCHEDULE

Name(s) Of Person(s) Or Organization(s): As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: 5082934738

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Structured Communication Systems, Inc.

Endorsement Effective Date: 1/1/14

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

Volume 115
Page 1584

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>As required by written contract or agreement.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Volume 115
Page 1585

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

As required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

EXHIBIT B
CONTRACTOR RESPONSE TO RFP

(Attached as separate document.)

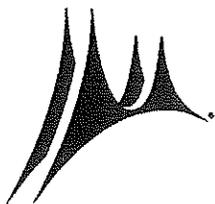


Yamhill County
OREGON
Excellence in Service

**Voice Communication System Replacement
Project**

**ORIGINAL
December 12, 2013**

**Presented by:
Structured Communications, Inc.**



structured
bridging people, business & technology™

CORPORATE
HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: 800-881-0962
Fax: 888-729-0997

Dear Yamhill County,

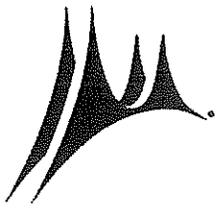
We are proud to present this cost proposal to the Yamhill County VoIP RFP. We are confident that we are presenting a fair and accurate pricing structure based on the system configuration put together by our engineering team. All requirements listed in the RFP are fulfilled in our proposal.

Structured gives discounting and pricing based on scope of the project and volume. **Pricing is subject to change if project is delayed or additional requirements are needed that aren't listed in the RFP.** We will communicate any pricing changes to you as soon as we know of them and come to a resolution that satisfies both Yamhill County and Structured if a price increase happens.

Please reach out if you have any questions. Our team is always available to provide any assistance needed. We look forward to working on this important project with you.

Sincerely,

Dave Olson
Senior Account Manager
Structured Communication Systems, Inc.



structured
bridging people, business & technology™

CORPORATE
HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: 800-881-0962
Fax: 888-729-0997

Dear Yamhill County,

We are proud to present this response to the Yamhill County VoIP RFP. This proposal documents Structured's strategy, benefits, differentiators, and fees. Structured was founded in 1992 in Portland, Oregon as a security and networking integrator. Today, Structured has offices and staff in Oregon, Washington, Alaska, Illinois, Nevada, and Idaho. Structured is privately held and carries no capital debt. Since our founding, Structured has branched out into Voice and Mobility products, becoming the top reseller in the Northwest for the premier product lines, including Shoretel.

Yamhill County will benefit from choosing Structured to provide voice and mobility related products and services because of key factors that differentiate Structured – including:

- **Best of Breed Trusted Advisor** – There are literally *thousands* of Information Technology products on the market today. Many do not stand the test of time and disappear from the market. Structured has been partnering with the “Best of Breed” IT product vendors since our inception in 1992. Structured is skilled at selecting vendors that are viable and solve real problems for our customers. Once Structured partners with a vendor, we strive to become their premiere partner. This is accomplished through investing in sales training, technical training, and certifications. We thoroughly evaluate all of our partners and the product offerings and will not champion an inferior product. This strategy has enabled Structured to become the trusted advisor for hundreds of customers across the country.
- **Seasoned Professionals** – Structured's consultants have an average tenure in IT of ten years experience and are experts in a multitude of technologies that span multiple disciplines. Furthermore, Structured's consultant to account manager ratio is unmatched – nearly four fulltime consultants to every one account manager. Structured's engineering talent is unsurpassed. This qualifies Structured to be the go-to partner for professional services relating to voice and mobility products for Yamhill County.
- **Leader in VoIP Technology** – Structured creates VoIP solutions that can help to bridge the gap between disparate systems without requiring a substantial infrastructure overhaul. These cutting edge solutions, from leading manufacturers such as Shoretel, allow IT administrators to break down the barriers between traditional communications silos.

- **New Levels of Collaboration** – Structured’s VoIP solutions enable access and sharing of media on a myriad of different devices, while on the road or in the office, on demand. We transform traditional phones into VoIP devices, delivering content across a number of devices including desktop computers, the public internet, mobile phones and more, allowing for collaboration in real time.
- **Full time Project Management** – Structured has a full team of dedicated project managers that are assigned to projects to keep the project team focused, on scope, on time, and on budget. If the project becomes stressed for any reason, the Project Manager will be there to help remediate the issues with the customer.

Unifying the wide array of communication tools commonly found in the enterprise can be a daunting task since the communications world is split in two – between the tasks performed on the computer and those performed on the telephone. We at Structured understand this and will work with you on all aspects of unified communications, from design, to acquisition, to licensing, to best practices and more. Structured has helped countless organizations with their VoIP needs and helped them realize their business goals at the same time while lowering the total cost of ownership through technology and business process optimization.

In closing, Structured incorporates its unique combination of experience, people, processes and technologies into the most comprehensive suite of IT products and services available. Structured’s professional services arms you with the very best in technology strategies to help Yamhill County achieve its business objects while saving money, time, and keeping focused on the core business.

Please do not hesitate to contact us should you have any questions about our proposal. We are available at your convenience and look forward to working with you on this important project.

Sincerely,

Dave Olson
Senior Account Manager
Structured Communication Systems, Inc.

2. Project Management

Structured has partnered with hundreds of clients throughout the U.S. as a leading information technology consultant. With two decades of experience behind us, Structured provides organized and constructive solutions with high focus on customer satisfaction and business best practices.

ShoreTel Engineers	Tier 1	Tier 2	Tier 3	Advanced Certification	Contact Center Certified	Contact Center Advanced Certified	Microsoft Certifications	Years in IT
Joe Hatton			X	X	X	X	X	15
Kirk Tarbox			X	X	X		X	17
Blaine Depue			X	X	X		X	8
Joe Socoloski			X	X	X		X	14
David Kaulitz		X						5
Andy Clelland			X	X			X	11
Errin Keeling		X			X		X	8
Ty Trabosh		X					X	23
Lauren Watson	X							13
Melissa Sheppler	X							7

a. Explain how changes in the project team will be handled.

Structured's VoIP Team makes a deliberate effort to perform both Technical and Client cross training within the team for the purposes of both learning new technologies/methods, and ensuring there is no single point of failure from an Engineering perspective during our Implementation and Support phases. Structured will make a deliberate effort to ensure the ShoreTel Implementation will be performed by a specific set of Individuals. In the unlikely event an assigned team member needs to be added or changed, Structured will notify Yamhill County, and conduct a project handoff meeting to ensure an up-to-date knowledge transfer to the new team member(s). The key during the project is ensuring the Project plan is maintained, along with associated documentation.

b. Describe what tools will be used to plan and manage the work.

Structured will utilize Microsoft Project 2010 to create a Detailed Project Plan. This project plan will begin with the Statement of Work, and be adjusted and amended as the project is performed, and completed. Various other tools will be used to facilitate this project such as Citrix ShareFile for document sharing and transfer. Email will be used for communication, along with Structured's internal ShoreTel conference bridge for Project meetings and status calls.

c. Include the anticipated use of subcontractors or vendors. Describe how the resources necessary to accomplish the purpose of the project will be used.

Structured anticipates there may be tasks during this project which require a third-party vendor, or a sub-contractor's assistance. Structured will identify these tasks in the Project Plan, and develop a scope for each task.

Based on the Project Plan, tasks will be assigned to specific Individuals, or Entities. All tasks will be monitored by the assigned Structured Project Manager, (PM) who will communicate directly with

3. Personnel

- a. Identify the key individuals who will be a part of the project team. Ownership of firm must be disclosed, and all major public stockholders must be included. Include any outside personnel such as subcontractors and the purpose and intended work to be accomplished by subcontractors.

Structured is an S-Corporation owned by Ron Fowler, CEO and President of Structured. The Director of the VoIP practice is Gene Maynor. Lead engineer on the project is Joe Hatton, who is also Lead Engineer of the VoIP practice at Structured. Also working on this project is Kirk Tarbox, Senior VoIP Engineer. Melissa Shepler, Lead Trainer and Client Services, will assist the team in managing the project.

4. Organizational Qualifications

a. CEO Ron Fowler and retired CTO Jerry Bassett founded Structured, headquartered in Portland, Oregon, in 1992. During the first quarter of 2002, Andrew Edgar, VP of Storage and Systems Division formed a new storage division. Since founded, Structured rapidly established itself as the regional leader in providing the highest level of professional and technological services. Additional offices in Chicago, Idaho, California, Las Vegas, Alaska, Spokane and Bellevue, Washington enables Structured to provide its brand of industry leading services to a growing group of clients not only regionally, but nationally as well.

Currently Structured has 115 full time employees of which more than half are senior level System Engineers. Structured's engineering bench is one the strongest in the field, with engineering expertise across a vast area of technology specialties and certifications in the leading product lines.

For this specific project, we have 6 VoIP engineers who will be called upon to lend their expertise where required. Leading this VoIP project will be Joe Hatton, VoIP team lead. Assisting Joe will be Kirk Tarbox, senior VoIP engineer. Melissa Shepler, Structured's lead trainer for the VoIP team, will insure each end user has the appropriate level of training.

b. For the past 13 years, Structured has been the leading ShoreTel reseller for the Northwest. Most years, we have been part of the elite group of the top 20 resellers nationally and always find ourselves ranked in the top 3 regionally. Our end-point customer base now is over 50,000 and growing rapidly. Gene Maynor, Director of Structured's Voice & Mobility division, is among the leaders in VoIP technology, successfully designing and implementing large phone systems across a wide range of industries and businesses. He shares his vast knowledge with other VoIP pioneers as a member of the Presidents Council at ShoreTel.

c. As requested, the proposed IP communications system recommended by Structured and ShoreTel supports all required call processing, voice messaging, management and administrative features of the Yamhill County RFP. In addition, the proposed IP communications system is capable of meeting any anticipated growth of Yamhill County without the need for major system cost (i.e. forklift upgrade). Structured and ShoreTel proposed a converged system, utilizing an intelligent network infrastructure that meets all capabilities outlined within the RFP.

5. Warranty and Maintenance

a. Note that our proposed solution has no single point of failure and allows for outbound and inbound calls in the event the data network is down; and provides better than five-9's of reliability. The proposed solution utilizes phone sets with inline power (not local wall outlet) for power fail dial tone availability. The proposed solution allows for all phones in remote locations to maintain all features in the event of a WAN outage. All systems come with a (1) year replacement guarantee which includes all testing, upgrades and any OS enhancements.

b. Shoretel systems come with (1) year of full maintenance and our 24 x 7 local VoIP team will insure the best in support is available to Yamhill County. With the fail safe features built into each Shoretel appliance, 95% of all issues are easily solved over the phone.

Structured Resources. In the event a task is assigned to a subcontractor or third-party vendor, a point-of-contact will be identified to facilitate this vendor-vendor communication. In the event no point-of-contact can be identified, the Structured PM will communicate directly with the assigned individual. Regularly scheduled Project status calls will be scheduled to ensure all entities are aware of the Project status, and next-steps.

d. Describe the methods for progress reporting and tracking the expenditure of resources.

Regularly scheduled Project status calls will be scheduled to ensure all entities are aware of the Project's progress, and expenditure of Resources. Structured tracks all projects, and Resources through our Internal Salesforce Implementation, which allows Structured to generate Resource reports for both up-to-date and future Resource utilization.

Scheduled Project status calls will be accompanied by an updated Project Plan identifying tasks which have been completed,

e. Explain the firm's approach to quality assurance and quality control.

Structured has successfully and smoothly deployed ShoreTel systems hundreds of times by placing a heavy emphasis on system testing and peer review throughout the Project to ensure quality control. As each physical or programming component is completed, review and testing is performed to ensure it is functioning as designed. Additionally, the final cutover-plan is amended as necessary to reflect any particular steps which must be taken, or testing which needs to be performed to confirm functionality. Structured will attempt, wherever possible, to front-load the project in an effort to minimize the steps and testing which must be performed as part of the system cutover and delivery. Minimizing the final steps and testing ensures the cutover process is performed quickly and smoothly.

f. Provide an initial engagement plan, staffing plan, and implementation plan that can be used as a starting point for the project planning and implementation activities that would occur immediately after the execution of the contract.

To successfully manage and implement, our team gathers information to understand requirement and completes an onsite survey with Pre-install provisioning. We complete system installations in accordance with best practices and provide a dedicated end-user trainer with Administration training to refresh after the install. Our Engineers utilize project management methodology to track objectives and timelines. They work closely with stakeholders to ensure that the project team stays continuously aware of the project status.

g. Describe the initial project planning deliverable, i.e., the project plan document.

Structured has provided an initial Microsoft Project Plan which will be modified and individualized as this project commences. This is expected to be a "living" document, and will be updated in conjunction with each Project status meeting or call. Individual tasks will be created to identify deliverables at each site, and tasks which require the use of a third-party or outsourced resources. These tasks will be marked as completed once the work has been performed and tested.

h. Describe how future enhancements or updated versions of the software and/or hardware can be incorporated into the project if such enhancements and/or updated versions are made available prior to the completion of the project.

The ShoreTel system is designed to be easily updated as new software versions are released. As part of the Support and Maintenance program, software updates and new features/enhancements are released

YAMHILL CONFIGURATION

LOCATION	T-1's	Analog Devices	IP Telephones	ShoreGear 30 Voice Switch	ShoreGear 30 Voice Switch	ShoreGear 90 24A Analog Switch	ShoreGear 90 Voice Switch	ShoreGear 50 Voice Switch	ShoreGear 30 Voice Switch	ShoreGear T1K	Rack	ShorePhone IP480	Extension & Mailbox License	Extension Only License	Personal Call Manager	Operator Call Manager
1 City Public Works		0	7	1							1	7	7	0	7	1
2 OSU Ext Service		1	13	1							1	13	13	1	13	1
3 County Public Works		4	11		1						1	11	11	4	11	1
4 PW Shops & Other Bldg's		0	8	1							1	8	8	0	8	1
5 Dog Control		3	3		1						1	3	3	3	3	1
6 Senior Center		1	6	1							1	6	6	1	6	1
7 Comm Dev Center		3	16		1						1	16	16	3	16	1
8 Fire Dept Substation		2	2	1							1	2	2	2	2	1
9 WRF		5	20		1						1	20	20	5	20	1
10 Public Health		11	45		1						1	45	45	11	45	1
11 Clerk's Office		10	27		1						1	27	27	10	27	1
12 Family & Youth		2	43		1						1	43	43	2	43	1
13 Day Mgmt Center		1	4		1						1	4	4	1	4	1
14 BOC Office		2	15		1						1	15	15	2	15	1
15 County Planning		2	22		1						1	22	22	2	22	1
16 Courthouse	3	29	163		2	1					3	163	163	29	163	1
17 Accounting House		1	10		1						1	10	10	1	10	1
18 Community Center		1	11		1						1	11	11	1	11	1
19 Corrections		2	33		1						1	33	33	2	33	1
20 Abacus		2	14		1						1	14	14	2	14	1
21 County IS 626		0	4		1						1	4	4	0	4	1
22 County IS 636		1	6		1						1	6	6	1	6	1
23 HHS Evans St Campus		6	80		2						1	80	80	6	80	1
24 HHS Business Svcs		1	10		1						1	10	10	1	10	1
25 Veterans		0	3		1						1	3	3	0	3	1
TOTAL	3	90	576	10	8	9	3	4	26	576	576	90	576	90	576	25
TOTAL	T-1's	Analog Devices	IP Telephones	ShoreGear 30 Voice Switch	ShoreGear 50 Voice Switch	ShoreGear 90 Voice Switch	ShoreGear 90 24A Analog Switch	ShoreGear T1K	Rack	ShorePhone IP480	Extension & Mailbox License	Extension Only License	Personal Call Manager	Operator Call Manager		

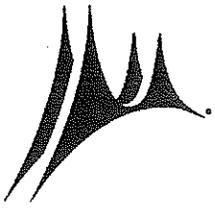


SHORETEL

SYSTEM CONFIGURATION & PRICING FOR

YAMHILL COUNTY

Item	Qty	List Price	Discount	Sale Price	Extended
ShoreGear 30 Voice Switch	10	1,595.00	42%	925.10	9,251.00
ShoreGear 50 Voice Switch	8	1,995.00	42%	1,157.10	9,256.80
ShoreGear 90 Voice Switch	9	2,995.00	42%	1,737.10	15,633.90
ShoreGear 24A Analog Switch	3	2,995.00	42%	1,737.10	5,211.30
ShoreGear T1	4	3,495.00	42%	2,027.10	8,108.40
ShoreGear Rack Mount Tray	26	95.00	42%	55.10	1,432.60
ShorePhone IP480g	576	369.00	42%	214.02	123,275.52
Extension & Mailbox License	576	200.00	42%	116.00	66,816.00
Extension Only License	90	140.00	42%	81.20	7,308.00
Personal Call Manager	576	0.00	42%	-	-
Operator Call Manager	25	595.00	42%	345.10	8,627.50
E911 Notification (6 or more notifications)	1	5,500.00	42%	3,190.00	3,190.00
1 Year Partner Remote Support - Advanced Replacement on all Switches - 1 Year Manufacturer Warranty on Phones	1	26,734.63	30%	18,714.24	18,714.24
POE Ethernet Switching	Cust Provided				
Server Hardware for ShoreTel	Cust Provided				
UPS	Cust Provided				
Implementation - Project Management, Design, System Programming, & Placement of ShoreTel Switches. System Administration Training for IT Staff. Placement of Phones. End User Training	1	39,500.00	0%	39,500.00	39,500.00
GRAND TOTAL					\$ 316,325.26



structured
bridging people, business & technology™

CORPORATE
HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: 800-881-0962
Fax: 888-729-0997

Dear Yamhill County,

We are proud to present this cost proposal to the Yamhill County VoIP RFP. We are confident that we are presenting a fair and accurate pricing structure based on the system configuration put together by our engineering team. All requirements listed in the RFP are fulfilled in our proposal.

Structured gives discounting and pricing based on scope of the project and volume. **Pricing is subject to change if project is delayed or additional requirements are needed that aren't listed in the RFP.** We will communicate any pricing changes to you as soon as we know of them and come to a resolution that satisfies both Yamhill County and Structured if a price increase happens.

Please reach out if you have any questions. Our team is always available to provide any assistance needed. We look forward to working on this important project with you.

Sincerely,

Dave Olson
Senior Account Manager
Structured Communication Systems, Inc.

References

City of Forest Grove
1924 Council St.
Forest Grove, OR 97116
Gretchen Roberts
Network Supervisor
groberts@ci.forest-grove.or.us
Phone: (503) 992-3273
Fax: (503) 992-3207
9 Locations
159+ Phones

Mid Columbia Medical Center
1700 East 19th Street
The Dalles, OR 97058
Annali Cross
Information Systems
annalic@mcmc.net
Phone: (541) 506-7720
Fax: (541) 296-7699
17 Locations
915 Phones

Pape Group
355 Goodpasture Island Road,
Eugene, OR 97104
Roy Benson
IT Director
royb@pape.com
Phone: (541) 334-3417
Fax: (541) 681-5393
50+ Locations
1499 Phones

West Linn/Wilsonville School District
22210 SW Stafford Road
West Linn, Or 97068
Curtis Nelson
Director, Information Services
nelson@wlwv.k12.or.us
Phone: (503) 673-7013
18+ Locations
933+ Phones

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

Phone System Technical Requirements

Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
System Architecture					
B.1.1	Does the proposed system support both IP telephones and IP soft phones being located behind a NAT device?	YES		VPN device required to transverse firewalls	
B.1.2	Are IP to IP direct calls supported for NAT-translated IP telephones and IP soft phones?	YES		VPN device required to transverse firewalls	
B.1.3	Does the proposed system integrate with an NEC NEAX 2400 and a Nortel BCM 400 phone system?	YES			PRI and SIP trunks can be used to provide 4 digit dialing. SMDI protocols are supported for voicemail integration.
B.1.4	Does the proposed system support pushing firmware/software updates to IP phones and soft phones?	YES			Single image system with automatic firmware/software updates.
B.1.401	Does the system support open standards for protocols, call processing, signaling, and networking? (no proprietary pieces)	YES			ShoreTel supports the standard SIP protocol as well as ShoreTel's enhanced SIP for greater functionality not provided by standard SIP.
B.1.402	Can the system survive failure at any given component? i.e., there is no single point of failure that would compromise the function of the entire system as a whole.	YES			ShoreTel has multiple functions to provide fault tolerance and high availability.
B.1.403	Can remote sites function as stand-alone systems in the event of a communication failure with the main site?	YES			Sites would require local PSTN access.

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

B.1.404	Can equipment and/or components be replaced without taking down the system? This would include servers as a whole.	YES	
B.1.405	Does the system have Instant Messaging/Presence capabilities?	YES	
B.1.406	Does the system support SIP?	YES	
B.1.407	Does the system support multiple codecs including G.711 and G.729a?	YES	
B.1.408	Does the system provide the ability to encrypt IP calls end to end?	YES	
B.1.409	Does the system provide secure access methods for administration, such as: https, ssh, and snmp3?	YES	
B.1.410	Does the system support 802.1x?	YES	
B.1.411	Does the system provide security violations alerts on predefined thresholds? Can these alerts be sent via SNMP?	YES	Third party software is required to send alerts via SNMP.
B.1.412	Does the system provide the ability to do remote diagnostics of servers, gateways, and endpoints? Is the interface web based? (Required)	YES	ShoreTel can send alerts for security violations.
Vendor Questionnaire			
B.1.5	Does the vendor maintain a 24X7 support call-in center for problems? (Required)	YES	
B.1.6	Does the vendor provide 24X7 on-site assistance if required? (Required)	YES	

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

System Software	
B.1.7	Does the vendor have a published life-cycle policy for software? YES
B.1.8	Does the vendor have a published life-cycle policy for hardware? YES
Network Infrastructure Requirements	
B.1.9	Does the proposed system support end-to-end QoS? YES
B.1.10	Does the proposed system support the use of Microsoft's DHCP services for addressing IP phones? YES
B.1.11	Can the IP phones share existing Ethernet ports with data services, or do the IP phones require additional Ethernet ports to be added by the customer to support voice? Existing ShoreTel IP phone support sharing existing Ethernet Ports with data services.
B.1.12	Does the proposed system support the IPv6 standard? NO

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

		Cabling		
B.1.13	Do the proposed IP phones support the IEEE CAT5, CAT5e and CAT6 standard? (Required)	YES		
B.1.14	Can IP telephones from third parties also be used with the proposed system?	YES		ShoreTel supports analog and SIP extensions.
B.1.15	Does the proposed solution require "powered" network cabling?	YES		ShoreTel phones require a 802.3af power over Ethernet (PoE) connection.
		System Administration		
B.1.16	Is the system administration application accessible from any workstation on the LAN/WAN?	YES		
B.1.17	Is the system administration application performed through a standard web browser?	YES		
B.1.18	Can remote sites be managed from a centralized location? (Required)	YES		
B.1.19	Is there a limit to the number of administrators that can be logged on to the system at one time?		NO	
		Call Reporting		
B.1.20	Does the system include a call management module (Required) for tracking the following:	YES		

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

B.1.20.1	System wide use?	YES	
B.1.20.2	Incoming calls including number called from?	YES	
B.1.20.3	Outgoing calls including number called?	YES	
B.1.20.4	Call duration?	YES	
B.1.20.5	Cost per call?	YES	Third party call detail record software has the ability to generate cost per call. Cost per call can only be determined by the provider.
B.1.20.6	Call destination?	YES	
B.1.20.7	Date and time of call?	YES	
B.1.20.8	Ability to assign costs to calls, either per minute or per call – including customizable reports that enable the billing of individual cost calls for billing purposes?	YES	Third party call detail record software has the ability to generate cost per call.
B.1.21	Does the call management module support storing call data in a Microsoft SQL database?	NO	ShoreTel stores all of the Call Detail Records in a MySQL database.
System Maintenance and Upgrades			
B.1.22	Does the proposed system have automated backup procedures?	YES	
System Monitoring and Diagnostics			
B.1.23	Does the system support logging events to a centralized SNMP event monitoring system?	NO	Third party software is required to send alerts via SNMP.

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

B.1.24	Can the system be configured to send alarms and diagnostic information to the administrator when they are away from the system?	YES		
B.1.25	For the following features, use the table to indicate if system monitoring is available:	Yes	No	Optional
B.1.25.1	Call Trunking Status	YES		
B.1.25.2	Call Routing Components Status	YES		
B.1.25.3	Status of all Locations (Required)	YES		
B.1.25.4	IP/Analog Station Status	YES		
B.1.25.5	Call Usage Reporting	YES		
B.1.25.6	WAN Usage Reporting	YES		
B.1.25.7	IP Quality Statistics Reporting	YES		

Phone System Functional Requirements					
Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
B.1.26	Does the proposed system support the following types of user equipment?				
B.1.26.1	Analog Telephones	YES			
B.1.26.2	IP Telephones	YES			
B.1.26.3	Proprietary Digital Phones		NO		
B.1.26.4	Modems (Optional)	YES			
B.1.26.5	Fax Machines (Optional)	YES			
B.1.26.6	Cordless Telephones	YES			
B.1.26.7	Video Conferencing Webcams and Stand Alone Equipment	YES			
B.1.26.8	Does the system support BYOD functionality?	YES			
B.1.27	Are cordless and/or corded headsets available for all telephones?	YES		ShoreTel doesn't sell any headsets, but supports all most brands.	
B.1.28	If yes, do the headsets have the capability to answer multiple lines, place callers on hold and transfer?	Yes			ShoreTel phones have the ability to answer and hangup calls via electronic headset offer. The ShoreTel system offers these abilities from either the phone or the communicator software while using a headset. Furthermore

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

B.1.29					ShoreTel offers the IP 930D Cordless full-featured phone.
Do the proposed telephones provide the following features?					
B.1.29.1	Audio Volume Adjust	YES			
B.1.29.2	Call Forward Busy	YES			
B.1.29.3	Call Forward No Answer	YES			
B.1.29.4	Call Forward All Calls	YES			
B.1.29.5	Call Hold/Release	YES			
B.1.29.6	Call Park/Pickup	YES			
B.1.29.7	Call Transfers Internally	YES			
B.1.29.8	Call Transfers Externally	YES			
B.1.29.9	Call Waiting	YES			
B.1.29.10	Calling Line ID Name and Number	YES			
B.1.29.11	Make/Drop Conference	YES			
B.1.29.12	Last Number Redial	YES			
B.1.29.13	Multiple Calls Per Line Appearance	YES			
B.1.29.14	Call Waiting Caller ID Name and Number	YES			
B.1.29.15	Prime Line Select	YES			This feature interpreted differently depending on the manufacture. ShoreTel will auto select the most desirable trunk based on user permissions and least cost routing.
B.1.29.16	Privacy	YES			When activated by an administrator.

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

B.1.29.17	Ringer Pitch Adjust	YES	ShoreTel phones supports 15 ringtones by default and unlimited customization.
B.1.29.18	Ringer Volume Adjust	YES	
B.1.29.19	Shared Extensions on Multiple Phones	YES	
B.1.29.20	Single Button Retrieve	YES	
B.1.29.21	Speakerphone Mute	YES	
B.1.29.22	Full Duplex Speaker Phone	YES	
B.1.29.23	Speed Dial (Auto Dial)	YES	
B.1.29.24	A system wide panic and/or emergency alert system that allows a user the ability to indicate an emergency with a single key, or a series of keys	YES	
B.1.30	Does the proposed system support the following user features?		
B.1.30.1	Answer/Answer Release	YES	
B.1.30.2	Attendant or Operator Console	YES	
B.1.30.3	Audio Volume Adjust	YES	
B.1.30.4	Automatic Attendant	YES	
B.1.30.5	Auto Echo Cancellation	YES	
B.1.30.6	Automated Phone Installation Configuration	YES	
B.1.30.7	Automatic Phone Moves	YES	
B.1.30.8	Admission Control On WAN Usage	YES	
B.1.30.9	Call forwarding (Off Premise)	YES	
B.1.30.10	Call forwarding (Ring and/or No Answer)	YES	
B.1.30.11	Call forwarding (Self Directed)	YES	
B.1.30.12	Call Hold / Release	YES	
B.1.30.13	Call Park / Pickup	YES	

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

B.1.30.14	Call Transfer	YES
B.1.30.15	Call Waiting	YES
B.1.30.16	Calling Line ID Name and Number	YES
B.1.30.17	Call-waiting Caller ID Name and Number	YES
B.1.30.18	Conference Calling – including the maximum number on a conference call. Also, the ability for customers to call in to a specific number for a conference call.	YES
B.1.30.19	Dial by Name Directory	YES
B.1.30.20	Direct Inward Dialing	YES
B.1.30.21	Direct Outward Dialing (DOD)	YES
B.1.30.22	Directory Merge/Transfer	YES
B.1.30.23	Distinctive Ringing (Internal vs. external call)	YES
B.1.30.24	Distinctive Station Ringing Pitch	YES
B.1.30.25	4 Digit Extension Dialing Between Locations (Required)	YES
B.1.30.26	4 Digit Extension Dialing Between existing PBX Locations	YES
B.1.30.27	Last Number Redial	YES
B.1.30.28	Multi-Station Hunt Groups Spanning Locations – including the ability to connect to off premise stations, and have those stations maintain all functionality including voicemail.	YES

By default the ShoreTel phones support 3 party conferences, with optional configurations that support up to 6 parties. The ShoreTel SA100 can support up to 50 participants and the SA400 supports up to 200 participants.

ShoreTel phones supports 15 ringtones by default and unlimited customization.

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

B.1.30.29	Multiple Calls Per Line Appearance	YES	
B.1.30.30	Multiple Line Appearances	YES	
B.1.30.31	Shared Extensions on Multiple Phones	YES	
B.1.30.32	Speakerphone Mute	YES	
B.1.30.33	Speed Dial (Auto-Dial)	YES	
B.1.30.34	Station Monitoring or Busy Lamp Field Across all locations.	YES	
B.1.30.35	Toll and Nuisance Number (900,976,970,550,540)	YES	
B.1.30.36	Tone On Hold	YES	
B.1.30.37	Visual Message Displays (All digital telephones (with name, extension, etc.)	YES	
B.1.30.38	Support for Dialing "9, 911" or "911"	YES	
B.1.30.39	TTY Support	YES	ShoreTel supports the transport TTY tones.
B.1.31	Does the proposed system support Automated Call Distribution (ACD)? Does it include the ability to create and print customized reports to track performance? (Required)	YES	
B.1.3101	Does the system provide the ability to prevent unauthorized users from connecting to the system?	YES	
B.1.3102	Does the system provide the ability to force users to enter account codes prior to making calls?	YES	
			Desktop Call Management

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

B.1.32	Does the proposed system include desktop call manager software?	YES
B.1.33	If yes to the above question:	
B.1.33.1	Can a system administrator customize available call features available to the end user for the desktop call manager software?	YES
B.1.33.2	Does the desktop call manager application provide the ability to dial across all locations in the system?	YES
B.1.33.3	If yes, does the call manager provide this same feature for dialing to legacy PBX locations?	YES
B.1.33.4	Does the desktop call manager provide call history or a call log for the end users telephone use?	YES
B.1.33.5	Does the desktop call manager provide call routing information for received calls and identify how the caller reached the users through the proposed system?	YES
B.1.33.6	Does the call manager software integrate with Microsoft Outlook 2013 allowing users to dial from their local contacts as well as the global address list?	YES
B.1.33.7	Does the call manager software execute on Windows 7 and Windows 8 platforms, both in 32 bit and 64 bit modes?	YES
		9.1.1 Services

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

B.1.34	Is your proposed system in compliance with all 911 emergency services mandates today? (Required)	YES		
B.1.35	Does the proposed system provide the ability to send call notifications when 911 is called?	YES		
B.1.36	If yes, can call notifications be sent through email?	YES		
B.1.37	If yes, can call notifications be sent through text messages?	YES		
B.1.38	If yes, can call notifications be sent through telephone notification?	YES		
B.1.39	Can 911 call data be configured to provide specific location information such as; Courthouse basement, Room 32? Will correct and specific ANI/ALI information be sent with each 911 call?	YES		Requires third party PS-ALI provider.
B.1.40	Does the proposed system support exporting 911 configurations to a text file for uploading into a third party database?	YES		

Yamhill County 2013 Phone System Replacement RFP
 Attachment B, Technical Requirements

<u>VoiceMail Technical Requirements</u>					
Question Number	Question	Yes	No	Available via 3rd Party or Workaround	Comments
System Architecture					
B.2.1	Does the proposed system integrate with an NEC NEAX 2400 and a Nortel BCM 400 PBX and other third party PBX systems?	YES			
Vendor Support					
B.2.2	Does the proposer maintain a support call-in center for problems? (Required)	YES			
B.2.3	Does the Proposer provide on-site assistance if required?	YES			
System Software					
B.2.4	Does the vendor have a published life-cycle policy for software?	YES			
B.2.5	If hardware is being proposed as part of the solution does the vendor have a published life-cycle policy for hardware?	YES			
System Specifications					
B.2.6	Is the proposed voice mail system centralized at a single site?	YES			ShoreTel's voicemail services can be

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					centralized or distributed to the locations for survivability
B.2.7	Can the proposed system be distributed across different locations for redundancy and or failover?	YES			
B.2.8	Is the voicemail system remotely accessible from a standard touch tone phone?	YES			
B.2.9	Does the voicemail system provide an interface to deliver voicemail messages into Outlook 2013 to provide unified messaging without actually attaching the voicemail to the e-mail message?	YES			
B.2.10	Does the proposed solution require the installation of software on desktop PCs for integration?	YES			
B.2.11	Does the proposed system integrate with Microsoft's Active Directory and Microsoft's Exchange 2013 and have the ability to use the Exchange information store as the primary storage area for voicemail messages?	YES		ShoreTel requires an additional license to provide Exchange-based voicemail storage.	
B.2.12	If the proposed system offers Exchange 2013 integration can the system administrator set the file type and compression on the voicemail attachment?		NO		
B.2.13	Is unified messaging included with the proposed system?	YES			Voicemail is stored on the ShoreTel voicemail server, but displayed in the Outlook client using a plugin.
B.2.14	Does the proposed system offer a "dial by name" feature?	YES			
B.2.15	Can system prompts be interrupted by experienced users?	YES			

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B.2.16	Does the proposed system support "zero out" to an attendant?	YES	
B.2.17	If the "zero out" destination is busy, or rings unanswered will the call be re-directed?	YES	
B.2.18	Does the system support the administrator setting per station "zero out" destinations for individual users separate from the system wide target?	YES	
B.2.19	Does the voicemail system support multiple greeting classes for each user?	YES	
B.2.20	Does the system support automatic remote notification and delivery of voicemail messages to users?	YES	
B.2.21	Does the voicemail system support lighting the message waiting light on all equipped phones?	YES	
B.2.22	Does the voicemail system support guest mailboxes?	YES	
B.2.23	Does the voicemail system support voicemail to text?	YES	Third party software is required to perform speech to text conversion.
B.2.24	Does the proposed system support setting limits on message length?	YES	
B.2.25	Does the proposed system support administrator defined retention periods?	YES	
B.2.26	Can retention periods be set globally?	YES	
B.2.27	Can retention periods be set for specific individuals?	YES	
B.2.28	Does the proposed system provide voicemail boxes for users without phones? Accessible as listen only mailboxes?	YES	
System Administration			

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B.2.28A	Is the system administration application accessible from any workstation on the LAN/WAN?	YES		
B.2.29	Is the system administration application performed through a standard web browser?	YES		
B.2.30	If yes to the question above, is Java a required component?	NO		Some administration functions require the installation of ActiveX components.
B.2.31	Can all sites be managed from a centralized location?	YES		
B.2.35	Is there a separate license required for each workstation that will need to administer the system?	NO		
B.2.34	Is there a limit to the number of administrators that can be logged on to the system at one time?	NO		
B.2.35	Does the application have online help?	YES		
B.2.36	If your company is also bidding on the VOIP portion of the RFP does the proposed voice mail system integrate with the administration of the VOIP system?	YES		
B.2.3601	Does the system support Authentication, Authorization, and Accounting Services (AAA)? If so, does it support storing on a central server?	YES		ShoreTel stores account login information in its own centralized logs.
Reporting				
B.2.37	Does the proposed system include reporting services?	YES		
System Maintenance and Upgrades				

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B.2.38	Does the proposed system have automated backup procedures?	YES		
B.2.39	When system updates are performed, must the system be shut down or restarted?	YES		ShoreTel upgrades require restarting of components, but proper planning can avoid full system outages.
System Monitoring and Diagnostics				
B.2.40	Does the system support logging of events to a centralized SNMP event monitoring system?	YES		Third party software is required to send alerts via SNMP.
B.2.41	Can the system be configured to send alarms and diagnostic information to the administrator when they are away from the system?	YES		

Voicemail Functional Requirements						
Question Number	Question	Yes	No	Optional	Available via 3rd Party or Workaround	Comments
B-2.42	Please indicated yes or no if the following features are available on the proposed voicemail system:					
B-2.42.1	Play a message	YES				
B-2.42.2	Pause a message	YES				
B-2.42.3	Resume a message	YES				
B-2.42.4	Backup	YES				
B-2.42.5	Jump forward	YES				
B-2.42.6	Slow a message down		NO			
B-2.42.7	Speed a message up		NO			
B-2.42.8	Replay message	YES				
B-2.42.9	Erase a message	YES				
B-2.42.10	Dial the person that left message	YES				
B-2.42.11	Record responses and reply to voicemail message	YES				
B-2.42.12	Record message and mark as urgent.	YES				
B-2.42.13	Forward messages to other users and append them with their own comments	YES				
B-2.42.14	Send or forward messages to other users at any location in the system using extension addressing.	YES				

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B.2.42.15	Create, edit and modify their own distribution lists?	YES			
B.2.42.16	Obtain user instruction through system prompts	YES			
B.2.42.17	Use speech recognition technology for system navigation?	NO			
B.2.42.18	Record personal greetings	YES			
B.2.42.19	Modify their own passwords	YES			
B.2.42.20	Set business days and hours for alternate greetings	YES			
B.2.42.21	Manage voicemail through Microsoft Outlook	YES			
B.2.42.22	Access or manage voicemail from a phone not on the LAN or WAN	YES			
B.2.42.23	Does the proposed system support the ability to announce time and date the message was received?	YES			
B.2.42.24	Does the proposed system support announcing the caller ID of message?	YES			
B.2.42.25	Will the proposed system record and schedule a message for future delivery?	NO			
B.2.42.26	Will the proposed system have the ability to leave a message or transfer a caller directly to voicemail bypassing the phone?	YES			
B.2.42.27	Will the proposed system enable the user to set a voicemail box to accept/not accept messages?	YES			

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Phone System Vendor Questionnaire	
B.3.1	<p>Who manufactures the proposed system hardware and how long has the manufacturer been in business?</p> <p>ShoreTel manufactures the proposed system hardware and has been in business since 1996.</p>
B.3.2	<p>Does the manufacturer install the product or use business partners?</p> <p>Structured Communications, a ShoreTel business partner, will install the product.</p>
B.3.3	<p>Does the manufacturer maintain a support call-in center for problems? If yes, please list the support options including days and hours and location of call centers.</p> <p>Structured will provide support for your ShoreTel system with the ability to contact the manufacture for escalation. Structured offers 24/7/365 support via phone or email with the call center located in Clackamas Or. ShoreTel offers 24/7/365 escalation support out of call centers located in Dallas TX and the UK.</p>
B.3.4	<p>Please detail how warranty issues are handled and the available hardware replacement options.</p> <p>If for some reason a ShoreTel component needs to be replaced, Structured's VoIP Team will be notified either through automatic monitoring, or by Yamhill County personnel. In this case, Structured will request an RMA from ShoreTel who will advance ship a matching replacement product by Next Day Air (Appliances/Switches requested before 3pm PST). Structured will work with Yamhill County staff to physically replace the defective hardware, and will test to confirm operation. A return shipping label will be included to return the defective equipment to ShoreTel.</p>
System Software	
B.3.5	<p>Describe the hardware and software requirements of client equipment installed with the soft phone and/or call manager software.</p> <p>ShoreTel's Communicator software requires Windows XP to Windows 8 or MAC OS 10.7.X to 10.8.x. Communicator software can also be installed on Terminal server 2008 (R2) or Citrix XenAPP 5.0-6.5. Outlook integration requires Office 2007 to Office 2013. Communicator need .NET version 4.0 or higher, but will install it if not present. Communicator hardware requires vary depending on the OS it is installed on, but minimum installation on a XP host requires Pentium 3 800MHz processor with 1 GB or RAM and installation on a Windows 7 host requires a Pentium 4 1.6GHz process with 2GB of RAM. All client installations require 1 GB of hard disk space including the .NET installation.</p>
B.3.6	<p>Describe all the system software components for processing calls and identify the platforms where they are hosted in the proposed architecture.</p>

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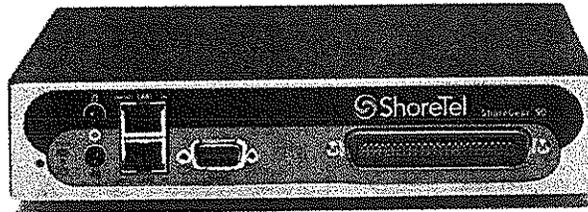
	<p>Call processing is handled by ShoreGear switches running on VXWorks. Voicemail and system administration components are housed on a Microsoft Windows Server.</p>
<p>B.3.7</p>	<p>Describe how the proposed software maintains call processing services to the users at all sites during server or WAN failures.</p> <p>ShoreGear switches maintain call processing independently in the event of a WAN failure. They provide call build up and tear down with CO trunks independent of WAN connectivity.</p>
<p>B.3.8</p>	<p>Please provide a copy of the vendor's published life-cycle policy for software?</p> <p>Customers who purchase products from ShoreTel can do so with confidence that these products will have a long and useful lifecycle that will allow customers to adopt new features or technologies as they evolve. ShoreTel Software (SW) releases will support ShoreTel Hardware (HW) platforms and devices for at least 5 years from the date of HW purchase. A ShoreTel System 'Release' is the core code of the system, towards which all other system elements are made compatible. ShoreTel ensures that 'Releases' are able to provide a reasonable period of forward SW and HW release compatibility. All ShoreTel service programs will provide the latest level of system SW free to customers with current ShoreCare service agreements. Customer is responsible for upgrading all of its ShoreTel hardware and software within two versions of the current release level including: ShoreGear held as replacement parts.</p> <p>ShoreTel provides SW Manufacturer support including bug fixes and patches for major releases for the General availability of the software release until 12 months beyond the general availability of the next major release. If a minor release is provided during the life of an existing major release, the minor release will incorporate all maintenance fixes and will become the supported version for that release going forward.</p> <p>ShoreTel provides extended troubleshooting support which does not include bug fixes/patches or active software maintenance for three years after the end of Manufacturer support. When SW release compatibility of a ShoreTel HW product is to cease, ShoreTel will normally give 2 years notice of that event. At the end of this time the named HW product will cease to be maintained as part of a compatible ShoreTel 'release' product family.</p> <p>When a ShoreTel HW platform is no longer supported with a coming release a customer may continue to use the leased SW if they are on a valid service agreement by electing to upgrade to the new supported HW platforms or devices. They may continue to use the ShoreTel SW and licenses on the new HW without having to re-purchase the latest SW.</p> <p>ShoreTel may revise its support lifecycle policies from time to time</p>

Hardware Configuration

<p>B.3.9</p>	<p>What hardware is being proposed? Please provide the model name and number.</p> <p>As part of our proposed solution, Structured is proposing the following ShoreGear Switches and appliances:</p> <ul style="list-style-type: none"> ShoreGear 90 ShoreGear 50 ShoreGear 30
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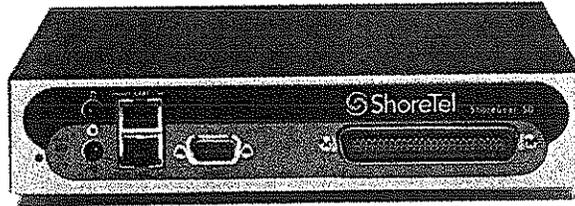
ShoreGear 24A
ShoreGear T1k

ShoreTel Voice Switch 90



The ShoreTel Voice Switch 90 is a 1U half-width voice switch that supports up to 90 IP phones and up to a maximum of 12 analog ports (eight loop start trunk and four analog extension ports). The ShoreTel Voice Switch 90 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 90 interfaces to standard analog trunks using loop start or wink start signaling, as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

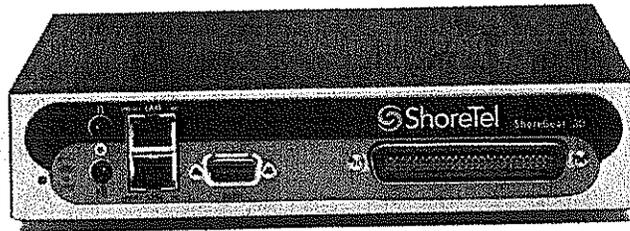
ShoreTel Voice Switch 50



The ShoreTel Voice Switch 50 is a 1U half-width voice switch that supports up to 50 IP phones and up to a maximum of six analog ports (four loop start trunk and two analog extension ports). The ShoreTel Voice Switch 50 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 50 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreTel Voice Switch 30

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The ShoreTel Voice Switch 30 supports up to 30 IP phones and up to a maximum of four analog ports (two loop start trunk and 2 analog extension ports). The ShoreTel Voice Switch 30 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 30 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreTel Voice Switch 24A



The ShoreTel Voice Switch 24A supports up to 24 analog extension ports. The ShoreTel Voice Switch 24A interfaces to standard analog telephones (FXS) including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreTel Voice Switch T1K



The ShoreTel Voice Switch T1k provides higher density trunking to the central office using T1 or PRI signaling. It can also be used as a gateway to legacy PBX systems.

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B.3.10	<p>What is the maximum user capacity of the proposed IP communications system? Describe how the system scales to add new sites and users.</p> <p>The current capacity of the proposed ShoreTel system is XXX. ShoreTel systems scales to 20,000 users, 500 sites, and 10,000 simultaneous calls. To deploy a new ShoreTel site you will need to deploy at least one ShoreTel switch, define the IP address scheme for that site and deploy phones. Alternatively CO trunks can be connected to the ShoreTel switch to allow for WAN outages. Creating users is a simple 2-3 click process in the ShoreWare Director Administration website and you can create those users before deploying the site. Users can also be moved from site to site without removing or recreating them.</p>
B.3.11	<p>What is the maximum number of simultaneous conversations supported by the proposed system? Are conversations transmitted simplex, duplex or multiplex? Is the system non-blocking for voice calls?</p> <p>10,000 simultaneous calls are allowed under the current ShoreTel software version. All conversations are duplex or multiplex depending on the scenario. In a handset to handset or handset to T-1 call, all communications are duplex in that each party can talk and listen at the same time. In the event of a conference call the call is multiplex as each handset will hear the conversations of both of the other parties. The system is non-blocking for voice calls.</p>
B.3.12	<p>Please provide a copy of the vendor's published life-cycle policy for hardware?</p> <p>Customers who purchase products from ShoreTel can do so with confidence that these products will have a long and useful lifecycle that will allow customers to adopt new features or technologies as they evolve. ShoreTel Software (SW) releases will support ShoreTel Hardware (HW) platforms and devices for at least 5 years from the date of HW purchase. A ShoreTel System 'Release' is the core code of the system, towards which all other system elements are made compatible. ShoreTel ensures that 'Releases' are able to provide a reasonable period of forward SW and HW release compatibility. All ShoreTel service programs will provide the latest level of system SW free to customers with current ShoreCare service agreements. Customer is responsible for upgrading all of its ShoreTel hardware and software within two versions of the current release level including: ShoreGear held as replacement parts.</p> <p>ShoreTel provides SW Manufacturer support including bug fixes and patches for major releases for the General availability of the software release until 12 months beyond the general availability of the next major release. If a minor release is provided during the life of an existing major release, the minor release will incorporate all maintenance fixes and will become the supported version for that release going forward.</p> <p>ShoreTel provides extended troubleshooting support which does not include bug fixes/patches or active software maintenance for three years after the end of Manufacturer support.</p> <p>When SW release compatibility of a ShoreTel HW product is to cease, ShoreTel will normally give 2 years notice of that event. At the end of this time the named HW product will cease to be maintained as part of a compatible ShoreTel 'release' product family.</p> <p>When a ShoreTel HW platform is no longer supported with a coming release a customer may continue to use the leased SW if they are on a valid service agreement by electing to upgrade to the new supported HW platforms or devices. They may continue to use the ShoreTel SW</p>

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	<p>and licenses on the new HW without having to re-purchase the latest SW. ShoreTel may revise its support lifecycle policies from time to time</p>
<p>Network Infrastructure Requirements</p>	
<p>B.3.13</p>	<p>Describe the requirements to the data network to support the system including necessary infrastructure features and capabilities.</p> <p>Structured's best practices recommends that a ShoreTel deployment should be installed into a dedicated voice routed VLAN and include QoS marking for systems as large as is being proposed here. Further all WAN infrastructure that would carry VoIP communications should be configured to honor all QoS tags.</p>
<p>B.3.14</p>	<p>What services are required inside the LAN?</p> <p>DHCP DNS NTP QoS VLAN</p>
<p>B.3.15</p>	<p>What services are required across the WAN?</p> <p>DHCP DNS NTP QoS VLAN</p>
<p>B.3.16</p>	<p>Describe the requirements of the network and the telephone topography to support the system including necessary changes and enhancements.</p> <p>The ShoreTel solution is network agnostic, meaning that it can be successfully deployed on any vendors LAN architecture, as long as minimum requirements for latency, bandwidth, jitter and availability are met. Structured's best practices define that a ShoreTel deployment should be installed into a dedicated voice routed VLAN and include QoS marking to ensure voice packets are treated as real-time, and not queued or dropped across the LAN or WAN.</p> <p>The ShoreTel system is an IP-based voice solution deployed across your IP network. This allows the components of the system to be located anywhere on your IP network, resulting in a single system for all your voice applications at all locations. This single system approach significantly reduces the complexity associated with legacy systems that consist of multiple PBXs, multiple voice mail systems, multiple auto-attendants, and multiple automatic call distribution systems, each with their unique management interfaces.</p> <p>Since the ShoreTel system becomes another application on your IP network, it is important to understand how the system integrates with your data network. As you include voice, another application across your wide area network, it becomes necessary for your IP LAN and WAN to provide a network environment that meets the requirements for toll quality voice. The ability of your network to deliver this performance will vary based on the number of simultaneous calls between locations, the voice quality required, and the other application traffic on the network.</p> <p>Some of the key considerations are:</p>

- Bandwidth
- Service levels
- Addressing

Understanding the Requirements for Toll Quality Voice

The ShoreTel system has been designed to deliver the highest possible voice quality. With the superior design of the ShoreTel system, all that is needed to achieve toll quality voice communications is to deploy the system over a properly designed network infrastructure.

In general, to ensure voice quality on the LAN, the ShoreTel system must be used in a switched Ethernet network. To ensure voice quality on the WAN, the ShoreTel system requires that you do the following:

- Get a service level agreement (SLA) from your service provider.
- Using your routers, prioritize your voice traffic ahead of your data traffic.
- Set the ShoreTel Admission Control feature to ensure that the voice traffic does not flood the WAN links.

With these items taken into consideration, you can simply and easily achieve toll quality voice using the ShoreTel system.

Summary of Network Requirements

The table listed below summarizes the network requirements for bandwidth, latency, jitter, and packet loss.

Parameter	Requirement
Bandwidth (WAN)	With ADPCM and no RTP Header Compression: 52 Kbps per call With G.729a and no RTP Header Compression: 26 Kbps per call With G.711 and no RTP Header Compression: 82 Kbps per call If your network uses VPN, bandwidth use is affected.
Latency and jitter for toll quality	< 100 msecs total 100 msecs less 42 msecs allocated for the ShoreTel system yields a 58 msec budget for the network. When G.729a encoding is used, 100 msecs less 62 msecs allocation for the ShoreTel system yields a 38 msec budget for the network.
Latency and jitter for	< 150 msecs total

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acceptable quality	150 msec less 42 msec allocated for the ShoreTel system yields a 108msec budget for the network. When G.729a encoding is used, 150 msec less 62 msec allocated for the ShoreTel system yields an 88 msec budget for the network.
Packet loss	< 1% for voice calls, and no packet loss for fax and modem calls

Network Requirements

When your voice traffic travels across your IP network, you must ensure that your network does all of the following:

- Delivers enough bandwidth
- Meets the latency and jitter requirements
- Meets the packet loss requirements for toll quality voice

You will also need to prioritize your voice traffic over your data traffic and configure the ShoreTel system's Admission Control feature which limits the systems ability to oversaturate WAN link.

Bandwidth Requirements

The amount of bandwidth for voice calls will depend on these details:

- Number of simultaneous calls
- Voice encoding scheme in use
- Amount of signaling overhead

B.3.17 In a converged network supporting voice and data, how are QoS issues resolved?

Phones and switches will mark important traffic that need QoS priority with the appropriate level to ensure proper phone function and voice quality. This will allow network switches to prioritize call control and voice traffic.

B.3.18 Explain how IP phones that are installed on the IP network are identified and added to the system?

ShoreTel phones automatically obtain IP configuration from the DHCP server and contact their ShoreTel server to download the most current firmware version. Further the IP Phones will use configuration information from the server to attach to the most appropriate ShoreTel switch

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and register with the system automatically. ShoreTel IP phones will identify themselves to the ShoreTel server with their MAC address allowing the ShoreTel administrator to link them to the appropriate user. Users also have the ability to use voicemail to assign the phone to themselves.

B.3.19 Explain how the system reacts when switches and routers fail. Can reliable dial tone and call routing be achieved without purchasing redundant network hardware?

ShoreTel switches have dual network connections on their chassis allowing them to be connected to multiple network switches, giving them redundant paths to the network core. Further to provide high availability, ShoreTel supports failover at two very important points in the system. ShoreTel supports failover for the headquarters (HQ) server and for voice switches. For the HQ server, ShoreTel supports a back-up server that monitors and can duplicate the primary server. If the primary server fails, the back-up server immediately starts operating as the HQ server with minimal interruption. After the primary server returns to operation, the system administration must perform a manual fail-back to restore the servers to their previous operation. For voice switch backup, ShoreTel supports two approaches. The system administrator can configure extra port capacity or install a dedicated spare voice switch. A spare voice switch be on a network that is remote to the failed voice switch.

PSTN Legacy Integration Interfaces

B.3.20 Identify all types of PSTN interface or trunks that the system supports?

ShoreTel supports the following North American PSTN trunks: Analog Loop Start, Analog DID, ISDN (PRI, CAS) and SIP.

B.3.21 Identify all supported interfaces for integrating with an NEC PBX.

Analog Loop Start, Analog DID, ISDN (PRI, CAS) and SIP.

Cabling

B.3.22 Describe the system cabling including the number of wire pairs or wires or network connections required to support the specific hardware configuration, telephones, PSTN interfaces and connections to legacy equipment.

ShoreTel switches require 1-2 Ethernet connections per switch. ShoreTel phones require one PoE network connection. ShoreTel utilizes standard 25 pair breakout connections to cross connect to your existing wiring infrastructure. PRI or CAS connections offer RJ45 connections to CO Equipment, which can also be customized to meet your current infrastructure.

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Station Hardware

B.3.23 Provide a description of each IP telephone being proposed.

Structured has proposed the ShoreTel IP480G phone for all handsets.

ShoreTel IP Phone 480G



The ShoreTel IP Phone 480G is an eight-line Gigabit IP phone in a compact form factor with a crisp back-lit display for knowledge workers with advanced requirements. It has six feature keys and five soft keys for easy access to the rich ShoreTel feature set. A full duplex speakerphone with high gain microphone, integrated headset jack, and visual voicemail are also standard.

B.3.24 Is the system administration application performed through a standard web browser? If yes, what web browsers are supported and are any special third party tools required to run the application such as java or Microsoft's .net framework service?

Yes, ShoreWare Director is a web portal hosted on the ShoreTel headquarters server. ShoreWare Director supports IE9 and IE10. ShoreWare director requires the installation of IIS components including WWW, FTP and SMTP.

B.3.25 Is a separate license required for each workstation that will need to administer the system?
NO.

B.3.26 When a system or station software updates are performed, must the system be shut down, or can these types of maintenance activities be performed while the system is online?

During ShoreTel upgrades each piece of the ShoreTel solution will need to be restarted, but strategic planning can be used to limit the total outage to near zero.

Voicemail Vendor Questionnaire	
B.4.1	<p>Who manufactures the proposed system and how long has the manufacturer been in business?</p> <p>ShoreTel manufactures the proposed system hardware and has been in business since 1996.</p>
B.4.2	<p>Does the manufacturer install the product or use business partners?</p> <p>Structured Communications, a ShoreTel business partner, will install the product.</p>
B.4.3	<p>Does the manufacturer maintain a support call-in center for problems? If yes, please list the support options including days and hours.</p> <p>Structured will provide support for your ShoreTel system with the ability to contact the manufacture for escalation. Structured offers 24/7/365 support via phone or email with the call center located in Clackamas Or. ShoreTel offers 24/7/365 escalation support out of call centers located in Dallas TX and the UK.</p>
B.4.4	<p>Please detail how warranty issues are handled and the available hardware replacement options.</p>
System Specifications	
B.4.5	<p>What is the maximum number of users supported by the proposed voicemail system?</p> <p>The proposed voicemail system can be licensed to support up to 1000 voicemail boxes on the single server. The ShoreTel voicemail system can be expanded up to 20,000 voicemail boxes by adding additional Distributed Voicemail Servers (DVS).</p>
B.4.6	<p>How many ports are proposed to support the voicemail system? How many ports can be in use at one time, including the message waiting indicator function? If additional ports are needed in the future, please detail how these are added and the cost to do so.</p> <p>255 voicemail ports are supported on the proposed ShoreTel system. 255 voicemail ports can be used at one time. To add move voicemail ports to a ShoreTel system additional Distributed Voicemail Servers (DVS) can be installed on Microsoft Windows servers. Each DVS supports 1000 mailboxes and 255 ports of voicemail.</p>
B.4.7	<p>Describe the quotas that can be defined for a particular voice mailbox. Indicate whether or not this is configurable by class of service.</p> <p>The following COS quotas are configurable: Incoming Message Length, Incoming Maximum Messages, Outgoing Message Length, Lifespan of Voicemail Password.</p>
B.4.8	<p>What is the longest message that can be recorded by a caller? Does the proposed system support setting limits on message length?</p>

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	ShoreTel allows a message of 3600 seconds (1 hour), but user COS permissions allow you to define message length limits below 3600 seconds.
B.4.9	<p>How many messages can be stored in a subscriber's mailbox?</p> <p>Up to 500 messages can be stored in a subscribers mailbox, which is also adjustable via user COS permissions.</p>
B.4.10	<p>How long before deleted messages are erased from the system and does the system support users recovering deleted messages?</p> <p>Deleted messages are expunged from the system nightly, but users can recover deleted messages before the system expunges them during the nightly process.</p>
B.4.11	<p>What is the maximum number of message minutes per user that can be stored in the system?</p> <p>If the users voicemail COS permissions permitted it, users could store 500, 1 hour messages for a total of 30,000 minutes.</p>
B.4.12	<p>What is the maximum total number of message minutes or messages that can be stored in the system?</p> <p>Users can store up to 500 messages which are up to 60 minutes each, if COS permissions allow it.</p>

Hardware Configuration

B.4.13	<p>What hardware is being proposed? Please provide the model name and number.</p> <p>As part of our proposed solution, Structured is proposing the following ShoreGear Switches and appliances:</p> <ul style="list-style-type: none"> ShoreGear 90 ShoreGear 50 ShoreGear 30 ShoreGear 24A ShoreGear T1k
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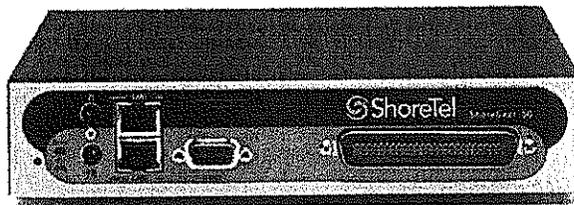


The ShoreTel Voice Switch 90 is a 1U half-width voice switch that supports up to 90 IP.

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

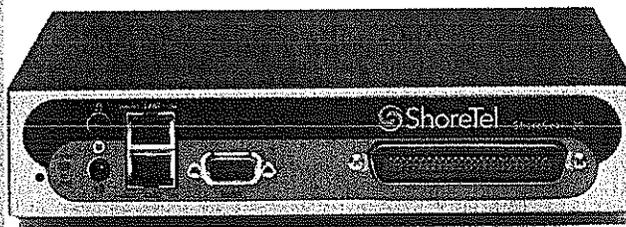
phones and up to a maximum of 12 analog ports (eight loop start trunk and four analog extension ports). The ShoreTel Voice Switch 90 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 90 interfaces to standard analog trunks using loop start or wink start signaling, as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreTel Voice Switch 50



The ShoreTel Voice Switch 50 is a 1U half-width voice switch that supports up to 50 IP phones and up to a maximum of six analog ports (four loop start trunk and two analog extension ports). The ShoreTel Voice Switch 50 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 50 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

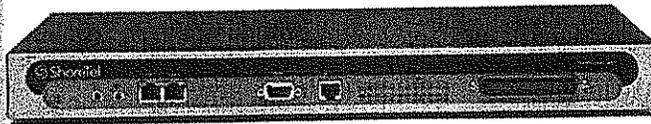
ShoreTel Voice Switch 30



The ShoreTel Voice Switch 30 supports up to 30 IP phones and up to a maximum of four analog ports (two loop start trunk and 2 analog extension ports). The ShoreTel Voice Switch 30 supports ShoreTel IP phones, softphones, and SIP devices. The ShoreTel Voice Switch 30 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

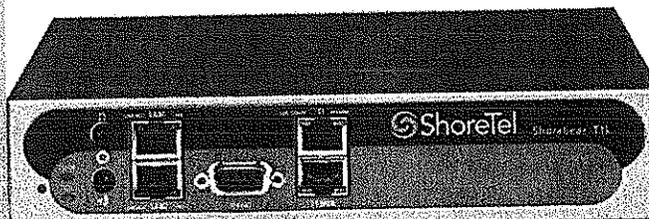
ShoreTel Voice Switch 24A

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements



The ShoreTel Voice Switch 24A supports up to 24 analog extension ports. The ShoreTel Voice Switch 24A interfaces to standard analog telephones (FXS) including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreTel Voice Switch T1K



The ShoreTel Voice Switch T1k provides higher density trunking to the central office using T1 or PRI signaling. It can also be used as a gateway to legacy PBX systems.

B.4.14

What is the maximum user capacity of the proposed voicemail system? Describe how the system scales to add new sites and users.

The proposed voicemail system can be licensed to support up to 1000 voicemail boxes on the single server. The ShoreTel voicemail system can be expanded up to 20,000 voicemail boxes by adding additional Distributed Voicemail Servers (DVS). Current licensing as proposed is for 576 mailboxes. (Additional mailboxes for law enforcement and clinical HHS staff will utilize unlicensed RoutePoint mailboxes.)

Because the voicemail system is integrated to the ShoreTel system no additional steps are required to create a users mailbox beyond creating the user. Voicemail boxes can also be moved from site to site without removing or recreating them.

B.4.15

Please provide a copy of the vendor's published life-cycle policy for hardware?

Customers who purchase products from ShoreTel can do so with confidence that these products will have a long and useful lifecycle that will allow customers to adopt new features or technologies as they evolve. ShoreTel Software (SW) releases will support

ShoreTel Hardware (HW) platforms and devices for at least 5 years from the date of HW purchase.

A ShoreTel System 'Release' is the core code of the system, towards which all other system elements are made compatible. ShoreTel ensures that 'Releases' are able to provide a reasonable period of forward SW and HW release compatibility. All ShoreTel service programs will provide the latest level of system SW free to customers with current ShoreCare service agreements. Customer is responsible for upgrading all of its ShoreTel hardware and software within two versions of the current release level including ShoreGear held as replacement parts.

ShoreTel provides SW Manufacturer support including bug fixes and patches for major releases for the General availability of the software release until 12 months beyond the general availability of the next major release. If a minor release is provided during the life of an existing major release, the minor release will incorporate all maintenance fixes and will become the supported version for that release going forward.

ShoreTel provides extended troubleshooting support which does not include bug fixes/patches or active software maintenance for three years after the end of Manufacturer support.

When SW release compatibility of a ShoreTel HW product is to cease, ShoreTel will normally give 2 years notice of that event. At the end of this time the named HW product will cease to be maintained as part of a compatible ShoreTel 'release' product family.

When a ShoreTel HW platform is no longer supported with a coming release a customer may continue to use the leased SW if they are on a valid service agreement by electing to upgrade to the new supported HW platforms or devices. They may continue to use the ShoreTel SW and licenses on the new HW without having to re-purchase the latest SW. ShoreTel may revise its support lifecycle policies from time to time.

Network Infrastructure Requirements

B 4.16	Describe the requirements to the data network to support the system including necessary infrastructure features and capabilities.
	No additional requirements are needed for the data network beyond what the ShoreTel Phone system requires.
B 4.17	What capabilities are required inside the LAN? No additional requirements are needed inside the LAN beyond what the ShoreTel Phone system requires.
B 4.18	What capabilities are required across the WAN? No additional requirements are needed across the WAN beyond what the ShoreTel Phone system requires.
B 4.19	Describe the requirements of the network and the telephone topography to support the system including necessary changes and enhancements. No additional requirements are needed for the network and telephone topography beyond what the ShoreTel Phone system requires.

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

Integration Interfaces	
B.4.20	<p>Identify all supported interfaces for integration with NEC telephone equipment and VOIP telephone systems.</p> <p>ShoreTel supports AMIS to move exchange messages for a legacy voicemail system and SMDI to provide voicemail services to a legacy PBX utilizing the proposed PRI tie-line to the NEC system. (Similar functionality can be provided to the Nortel BCM using another PRI tie-line.</p>
System Features	
B.4.21	<p>Please list each way that system is accessible remotely. What other types of client devices supported?</p> <p>ShoreTel voicemail can be remotely access via email notifications with .WAV attachments and by dialing in to the ShoreTel voicemail system from the PSTN. ShoreTel also supports remote access to the voicemail system with the ShoreTel Communicator software in conjunction with a VPN connection.</p>
B.4.22	<p>Describe the impact on the existing email infrastructure to provide unified messaging?</p> <p>ShoreTel's Outlook integration doesn't impact existing email infrastructure as the only connection points are via the Outlook client.</p>
B.4.23	<p>Does the voicemail system support multiple greeting classes for each user? If yes, describe all available greeting classes.</p> <p>ShoreTel offers 5 different call handling modes, each with the ability to have their own custom recorded message. Call handling modes can be changed and recorded using a ShoreTel phone, Communicator or dialing into the voicemail system over the PSTN.</p>
System Administration	
B.4.24	<p>Explain how users from the NEC NEAX 2400 and potentially the Nortel BCM 400 switch will be managed in the proposed voicemail system.</p> <p>ShoreTel leverages the AMIS protocol to exchange messages between systems allowing users to forward or reply to voicemails from the other voicemail system.</p>
B.4.25	<p>Is the system administration application performed through a standard web browser? If yes, what web browsers are supported and are any special third party tools required to run the application such as Java or Microsoft's .net framework service? If not, what are the equipment requirements to run the client?</p> <p>No additional requirements are needed for the system administration application beyond what the ShoreTel Phone system requires.</p>
B.4.26	<p>Is a separate license required for each workstation that will need to administer the system?</p>

Yamhill County 2013 Phone System Replacement RFP
Attachment B, Technical Requirements

	No
B.4.27	When system or station software updates are performed, must the system be shut down, or can these types of maintenance activities be performed while the system is online? No additional requirements are needed for the voicemail upgrade beyond what the ShoreTel Phone system requires.

**EXHIBIT B-1
CONTRACTOR'S TECHNICAL AND COST PROPOSAL**

(Attached as separate documents.)

9-3-14 v2

LOCATION		T-1's	Analog Devices	IP Telephones	ShoreGear 30 Voice Switch	ShoreGear 30 Voice Switch	ShoreGear 90 Voice Switch	ShoreGear 24A Analog Switch	ShoreGear T1K	Rack	ShorePhone IP480	Extension & Mailbox License	Extension Only License	Personal Call Manager	Operator Call Manager
1	City Public Works		0	7	1					1	7	7	0	7	1
2	OSU Ext Service		1	13						1	13	13	1	13	1
3	County Public Works		1	11		1				1	11	11	1	11	1
4	PW Shops & Other Bldg's		2	8						1	8	8	2	8	1
5	Dog Control		0	3	1					1	3	3	0	3	1
6	Senior Center		1	6	1					1	6	6	1	6	1
7	Comm Dev Center		1	16		1				1	16	16	1	16	1
8	Fire Dept Substation		2	2	1					1	2	2	2	2	1
9	WRF		3	20		1				1	20	20	3	20	1
10	Public Health		1	45		1				1	45	45	1	45	1
11	Clerk's Office		2	27		1				1	27	27	2	27	1
12	Family & Youth		1	43			1			1	43	43	1	43	1
13	Day Mgmt Center		1	4	1					1	4	4	1	4	1
14	BOC Office		2	15	1					1	15	15	2	15	1
15	County Planning		2	22		1				1	22	22	2	22	1
16	Courthouse	3	10	163			3	2	4	3	163	163	10	163	1
17	Accounting House		1	10	1					1	10	10	1	10	1
18	Community Center		1	11	1					1	11	11	1	11	1
19	Corrections		0	33		1				1	33	33	0	33	1
20	Abacus		1	14	1					1	14	14	1	14	1
21	County IS 626		0	4	1					1	4	4	0	4	1
22	County IS 636		0	6	1					1	6	6	0	6	1
23	HHS Evans St Campus		2	80			2			1	80	80	2	80	1
24	HHS Business Svcs		1	10	1					1	10	10	1	10	1
25	Veterans		0	3	1						3	3	0	3	1
TOTAL		3	36	576	13	5	8	2	4	26	576	576	36	576	25



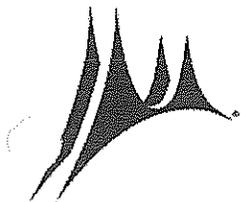
SHORETEL
SYSTEM CONFIGURATION & PRICING FOR
YAMHILL COUNTY

9/3/2014 v2

Item	Qty	List Price	Discount	Sale Price	Extended
ShoreGear 30 Voice Switch	13	1,595.00	42%	925.10	12,026.30
ShoreGear 50 Voice Switch	5	1,995.00	42%	1,157.10	5,785.50
ShoreGear 90 Voice Switch	8	2,995.00	42%	1,737.10	13,896.80
ShoreGear 24A Analog Switch	2	2,995.00	42%	1,737.10	3,474.20
ShoreGear T1	4	3,495.00	42%	2,027.10	8,108.40
ShoreGear Rack Mount Tray	26	95.00	42%	55.10	1,432.60
ShorePhone IP480g	576	369.00	42%	214.02	123,275.52
Extension & Mailbox License	626	200.00	42%	116.00	72,616.00
Extension Only License	0	140.00	42%	81.20	-
Mailbox Only License	0	90.00	42%	52.20	-
Personal Call Manager	626	0.00	42%	-	-
Operator Call Manager	25	595.00	42%	345.10	8,627.50
Agent Workgroup License (ACD)	51	295.00	42%	171.10	8,726.10
E911 Notification (6 or more notifications)	1	5,500.00	42%	3,190.00	3,190.00
1 Year Partner Support - Advanced Replacement on all Switches - 1 Year Manufacturer Warranty on Phones	1	28,477.45	30%	19,934.22	19,934.22
POE Ethernet Switching	Cust Provided				
Server Hardware for ShoreTel	Cust Provided				
UPS	Cust Provided				
Implementation - Project Management, Design, System Programming, & Placement of ShoreTel Switches. System Administration Training for IT Staff.& End User Training. Yamhill County to assist with the implementation and place all phones.	1	21,850.00	0%	21,850.00	21,850.00
GRAND TOTAL					\$ 302,943.14

**EXHIBIT C
STATEMENT OF WORK**

(Attached as separate document.)



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CORPORATE HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: (503) 513-9979
Fax: (503) 513-4600

8/25/2014

Murray Paolo
IT Director
Yamhill County
230 NE Second E
Mcminnville, OR 97128
USA

Reference: Yamhill County – ShoreTel Implementation
SOW Name: SOW_Short Fixed v6.2.s.3
Project ID: 201110-19413

Dear Murray:

Structured Communication Systems, Inc. is pleased to present this Statement of Work for your review, approval and signature. Our Engineer, Joe Hatton, has prepared this Statement of Work to describe the ShoreTel Unified Communications System Implementation.

For your convenience, we have provided a checklist of the items required in order to execute this Statement of Work.

Statement of Work _____ (to be signed and returned in its entirety)
Customer Purchase Order _____ (Yamhill County provided)

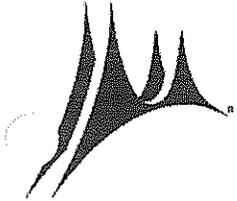
Please complete and fax the documents noted above to:

David Olson
Structured Communication Systems, Inc.
Office (503) 513-4583
Order Fax (888) 729-0997

We appreciate the opportunity to submit this proposal and look forward to working with you. Please call me if you have any questions.

Sincerely,

David Olson
Account Manager



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CORPORATE HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: (503) 513-9979
Fax: (503) 513-4600

Structured Communication Systems, Inc.

Statement of Work

For

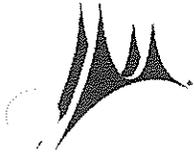
Yamhill County
ShoreTel Implementation

Project ID: 201110-19413

Revision 1.2

8/25/2014

Provided by: Structured's Unified Communications Practice



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Yamhill County ShoreTel Implementation

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Yamhill County ShoreTel Implementation

Client: Murray Paolo, IT Director
Yamhill County
230 NE Second E
Mcminnville, OR 97128
Tel: (503) 434-7401
E-mail: paolom@co.yamhill.or.us

Provider: David Olson, Account Executive
Structured Communication Systems, Inc.
Tel: (503) 513-4583
Fax: (503) 513-4600
Order Fax: (888) 729-0997
E-mail: dolson@structured.com

1 Project Overview

Project Overview:

Based upon discussions held between Yamhill County and Structured Communication Systems, Inc. ("Structured"), Yamhill County wishes to engage Structured to Implement a ShoreTel Unified Communications System in their Yamhill County, Oregon locations.

Structured will work jointly with Yamhill County to create a ShoreTel system and call-flow design which can be implemented to best meet the needs of the County. Structured will work closely with Yamhill County to assess their existing infrastructure as it pertains to the proposed ShoreTel solution. If necessary modifications or upgrades are discovered, Structured will develop a plan to implement the necessary hardware or configuration changes. Structured will coordinate with Yamhill County and associated Vendors to ensure the new infrastructure supports the ShoreTel Solution as proposed.

Structured will work with Yamhill County to further develop and refine the following Implementation Phases:

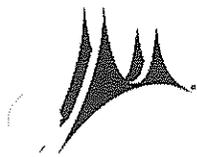
- Structured will place ShoreTel Appliances and install ShoreTel Director Server in the Core location;
- Structured will integrate with the existing systems to enable 4-digit dialing; and
- Migrate Users to the ShoreTel system on a Site-by-Site or Department-by-Department basis. (To be determined jointly by Structured and Yamhill County IT Staff).

Structured has made a recommendation of migrating approximately 200 users to the system per month. This typically consists of two weeks of implementation and one additional week consisting of support and follow-up. This schedule will be a joint effort between Structured and Yamhill County IT Staff in order to best meet the needs of the County, and avoid interruptions to End-Users as much as possible.

2 Project Scope and Structured Deliverables

Project Scope:

- Structured will work both onsite and remote to assess the existing County Infrastructure.



- Structured will work both onsite and remote to develop an Infrastructure Upgrade/Modification plan.
- Structured will work both onsite and remote to coordinate the County and associated Vendors in performing the required Upgrades/Modifications.
- Structured will be onsite to deploy and configure all ShoreTel switches and phones.
- Structured will be onsite to determine and configure call flow within the ShoreTel system.
- Structured will be onsite to provide end-user training on the use of the ShoreTel handsets and Communicator software.
- Structured will coordinate times and dates with internal project manager to meet project goals.

Structured will provide the Deliverables listed below to Yamhill County during and upon completion of the project. Yamhill County's acceptance of all listed Deliverables will complete Structured's responsibility for this project.

1. Resources for all critical dates to ensure successful ShoreTel Unified Communications system installation.
2. Documentation, which outlines the final as-built configuration of the ShoreTel system and as-built call flow.
3. Administrative (Move/Add/Change/Support) training on the ShoreTel system.
4. Training to end-users for the ShoreTel Handsets and Communicator software.
5. Ongoing support for each critical cutover date such that issues are resolved expediently.

The scope of Structured's professional services is limited to those services and deliverables specifically identified in this Section 3 *Project Scope and Structured Deliverables*. Any services, tasks or other responsibilities not specifically identified within this section are out of scope.

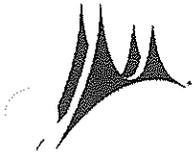
3 Yamhill County Deliverables

Yamhill County will provide the following to Structured in order to ensure a successful implementation. Delay in providing these requirements will impact Structured's ability to complete this project in a timely manner.

Yamhill County will provide the following:

1. Timelines towards implementations which minimize disruption of services.
2. Assigned project manager and resources who are available for the duration of the project.
3. Access to all telephony equipment and/or equipment that accesses such telephony equipment, as well as telephony-related providers in order to make configuration changes, and facilitate discovery.
4. Access to all resources and personnel to determine call flow to facilitate discovery and design.
5. Appropriate mounting and placement locations for all equipment.
6. Access to appropriate Power and Network facilities as needed for all equipment.
7. Enterprise-Grade Server running Microsoft Windows 2008 R2. (Exact specifications and OS version can be found in the ShoreTel Planning and Installation Guide)
8. Yamhill County will be responsible for placing physical phones on desks, and installing all end-user software.

4 General Project Assumptions



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Yamhill County ShoreTel Implementation

Successful completion of this engagement is contingent upon Yamhill County's performance of its responsibilities and the accuracy of the assumptions set out below. To the extent (i) Yamhill County fails to meet its obligations under this Statement of Work or (ii) the assumptions identified below are not accurate, timelines and milestone dates shall be reasonably adjusted and any additional services required as a result will be billed to, and paid for by, Yamhill County at Structured's standard rates on a time and materials basis, unless otherwise agreed by the parties.

- Structured Consultant(s) will have administrative access and connectivity to such systems as necessary to perform the tasks required for the project.
- Existing relevant documentation, diagrams, and/or interviews with key staff will be provided by Yamhill County to ensure timely delivery of product.
- Yamhill County will provide the necessary resources (equipment, staff) required for all deliverables.
- All communications, which affect the technical aspects of the project, must be directed through the Structured Project Manager.
- Any additional labor or materials requested by Yamhill County, not included in the scope of this Statement of Work will constitute a Change Request.
- Adequate staffing and project management is included in this response. If Yamhill County unexpectedly accelerates the stated time line in their request, a Change Order may be generated to cover additional staffing or overtime to meet the new deadlines.
- Any work beyond that stated in this Statement of Work must be mutually agreed to by Yamhill County and Structured and will be performed at the standard hourly rate.
- Any on-site skill transfer and/or end user training provided by Structured supplements, but does not replace, the manufacturer's formal training programs/classes. Therefore, any such on-site skill transfer and/or end user training provided by Structured will not result in such end user receiving a formal vendor certification, nor is it intended to prepare such end user to take any vendor credentialing exams.
- Yamhill County will provide timely management decisions, approvals and acceptances as reasonably requested by Structured.
- Yamhill County will provide assistance as reasonably requested by Structured to obtain timely services and cooperation from any third party providers that are providing products or services to Yamhill County that are related to, interact with, or are necessary for the Services.
- Yamhill County will appoint a single project manager to operate as the day-to-day point of contact and management decision-maker for this project.

5 Change Control and Cancellations

5.1 Change Control



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Yamhill County ShoreTel Implementation

Both Structured and Yamhill County must approve any changes to the schedule, tasks, deliverables, terms, or pricing presented in this document. To request a change, the requesting party (Structured or Yamhill County) must provide a Change Order to the other party in writing. The Structured Project Manager will review the Change Order and its impact on the project. If both parties agree to the Change Order, the Project Manager will incorporate the change into the project plan and manage the change accordingly.

5.2 Cancellation

Yamhill County will make all reasonable efforts to notify Structured of any cancellation or postponement of the services to be performed under this Statement of Work. If Yamhill County does not notify Structured of the cancellation of a mutually agreed upon service appointment, then Structured will charge a cancellation fee equal to a minimum of two (2) hours of the prevailing standard hourly rate. Cancellation shall not relieve Yamhill County's obligation to pay all fees and expenses that have accrued due to preparation for the service.

6 Professional Service Scheduling and Fees

6.1 Initiation of Work and Scheduling

Once Structured has received a signed Statement of Work, Structured will identify the staffing for this project within two weeks. Project staffing and activities will be scheduled based upon the date the signed Statement of Work is received by Structured. Structured staff will work with Yamhill County to determine the project schedule and estimated completion date.

6.2 Staff and Credentials

The Structured staff consists of consultants with a broad range of practical engineering backgrounds and expertise. Structured will draw upon this extensive pool of engineering talent to meet the diverse technical requirements of today's complex network and server environments. Structured will determine the appropriate staff to assign to the project based upon the requirements of the engagement and the experience, skills and availability of the Structured engineering staff. Structured is uniquely qualified to undertake this project because of Structured's extensive experience designing, implementing, and optimizing complex networks in the distributed, multi-protocol computing environment.



6.3 Consulting Charges

Consulting charges are set based on the project as defined in this Statement of Work. Should the scope of the engagement go outside the contents of this Statement of Work and require additional consulting hours, these hours will be billed on an hourly basis to Yamhill County at the rate of \$150.00 per standard business hour. Any items that fall outside the scope of this project should be reviewed and agreed to with a written Change Order signed by Structured and Yamhill County prior to starting the additional work.

Professional Services Description		Total Cost
ShoreTel Unified Communications System Implementation Placement of ShoreTel Switches (Appliances) System Administration Training (IT Staff) End-User Training Project Management		\$21,850.00
Total Project Cost:		\$21,850.00

6.4 Travel & Expenses

No travel expenses are anticipated.



6.5 Project Milestones and Billing Schedule

Project Milestone	Description	Invoices
Delivery of ShoreTel Hardware and Software.	All equipment and licenses shown on the attached Configuration and Pricing page will be delivered directly to the County as one or more shipments.	ShoreTel Hardware and Software invoiced upon Delivery.
Professional Services: Implementation of ShoreTel Core (Hardware and Software).	Structured Engineers will Install and Configure the ShoreTel Core Appliances. Structured will install the ShoreTel Director server software, and add ShoreTel appliances to the System Configuration.	Professional services will be invoiced as the work is performed (Invoices will be provided weekly).
Professional Services: Implementation of ShoreTel Tie-Line(s).	Structured Engineers will Configure the ShoreTel Director Software and Core Appliances to integrate to the existing environment.	Professional services will be invoiced as the work is performed (Invoices will be provided weekly).
Professional Services: Implementation of Logical County Sites and/or Departments.	Structured Engineers will work with County staff to Design, Implement, and Cutover users to the ShoreTel system on a Site-by-Site or Department-Level basis.	Professional services will be invoiced as the work is performed (Invoices will be provided weekly).
Substantial Project Completion	Yamhill County acceptance of the ShoreTel system.	Any remaining outstanding balances will be invoiced.



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Yamhill County ShoreTel Implementation

6.6 Invoice Instructions

Invoice for Professional Services and Equipment as described in this Statement of Work will be sent to Yamhill County per the Billing Schedule listed in Section 7.5. Commencement of the Professional Services may occur prior to the shipment of Equipment and/or arrival of Structured's personnel at the customer's location due to planning and preparation activities

Yamhill County instructs Structured to submit the invoice and accompanying documentation to:

Name		Copy to:
Address		
Phone		
Fax		
Purchase Order #		

- Prices are valid for 30 days from the date of this Statement of Work.
- Yamhill County representative signature below hereby attests and acknowledges that in the event that his/her company does not issue a Purchase Order prior to commencement of the service listed herein, this Agreement shall serve as the Purchase Order for this effort

Accepted and Agreed to by:

For
Yamhill County

for
Structured Communication Systems, Inc.

Signature of Authorized Signatory

Signature of Authorized Signatory

Printed Name of Signatory

Printed Name of Signatory

Title

Title

Date

Date

EXHIBIT D

SCHEDULE OF MILESTONES, FEES AND PAYMENTS

(Attached as separate document, contained within the System Configuration and Pricing and Statement of Work; Refer to Exhibit B-1 – Contractor’s Technical and Cost Proposal and Exhibit C – Statement of Work.)

EXHIBIT E
PROJECT IMPLEMENTATION PLAN

(Attached as separate document, contained within the Statement of Work; Refer to Exhibit C – Statement of Work.)

**MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES
INCLUDING SCHEDULES (EXHIBIT F-1)
(Attached as separate document, Exclusive Use License Agreement)**

ShoreTel End User License Agreement

This End User License Agreement (the "Agreement") is a legal Agreement between you (either an individual or an entity) and ShoreTel, Inc. (the "Company"), regarding the use of the Company's software, which may include user documentation provided online or in electronic form (the "Software").

installing, copying, or otherwise using the Software product described in the cover sheet, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return all CDs and or DVDs, packages and accompanying items (including printed materials and binders or other containers) to the place you obtained them for a full refund.

Grant of License. This Agreement permits you to use the software products you acquired for internal purposes only. This license is a nonexclusive, irrevocable, perpetual, nontransferable site license agreement. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

Copyright. The Software is owned by the Company or its suppliers or 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.

Restrictions. 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 under this Agreement. You may transfer your rights under this Agreement with prior written consent from the Company in case you are acquired or merge with other entity, provided you transfer this Agreement, the Software and all accompanying printed materials, retain no copies, and the recipient agrees to the terms of this Agreement. 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 THE COMPANY.

Important Privacy Notice - Mandatory Registration and Advisory Service. For software versions 12.3 and later, where possible, your contact information, hardware identification, software version, license, and other information related to your ShoreTel system will be automatically collected and sent to the Company over the internet. This information will only be used by the Company to help us provide you with better products and services, and not for any other purpose.

Compliance Assurance. To ensure compliance with the terms of this Agreement, the Company shall have the right to inspect and audit all the books and records relevant to the use of the licenses granted hereunder and reserves the right to request that you conduct an internal audit at any time. If such audit shall disclose any discrepancy between the licenses purchased and the licenses used, you shall promptly pay the Company for any amounts underpaid, together with interest thereon at a rate of 1.5% per month or partial month during which such amount was owed and unpaid, or the highest rate allowed by law, from the date such amount became due until finally paid.

Limited Warranty. The Company warrants that the media on which the Software is furnished under normal use will be free from defects in materials and workmanship for a period of ninety (90) days from the date of receipt. This warranty is valid only for the original purchaser. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. The Company's entire liability and your exclusive remedy under this warranty will be replacement of the defective media that does not meet the Company's limited warranty and that is returned to the Company or a Company authorized representative with a copy of your receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS THAT VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

U.S. Government-Restricted Rights. The Software and accompanying documentation are deemed to be "commercial computer Software" and "commercial computer Software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Export Restrictions. You may not download, export, or re-export the Software (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

General. This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. Any dispute between you and the Company regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the state of California. The Company's licensors are third party beneficiaries of this Agreement and certain provisions herein are made expressly for the benefit of, and are enforceable by, such licensors. This Agreement is the entire agreement between you and the Company and supersedes any other communications or advertising with respect to the Software and documentation. If any provision of this Agreement is held invalid, the remainder of this agreement will continue in full force and effect.

Should you have any questions concerning this Agreement, or if you desire to contact the Company for any reason, please contact: Legal Department, ShoreTel Inc., 960 Stewart Drive, Sunnyvale, CA 94085.

SHORETEL, INC.

STANDARD TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SET FORTH ON THIS FORM CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SHORETEL, INC. ("SHORETEL") AND YOU ("BUYER") WITH RESPECT TO THE PRODUCT LISTED ON SALES ACKNOWLEDGMENT ("PRODUCTS"), INCLUDING WITHOUT LIMITATION ANY SOFTWARE CONTAINED THEREIN OR THEREON ("SOFTWARE"). SHORETEL WILL NOT BE BOUND BY ANY TERMS OF BUYER'S ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. ACCEPTANCE BY BUYER OF THESE TERMS MAY BE MADE EITHER (1) BY WRITTEN ACCEPTANCE OR (2) BY RECEIPT OF DELIVERY OF ANY GOODS DESCRIBED ON THE FACE OF THE PACKING LIST AND FAILURE BY BUYER TO RETURN THE GOODS WITHIN FIVE DAYS FOLLOWING SUCH DELIVERY.

1. PRICES AND TAXES.

Prices are exclusive of all federal, state, and local taxes, fees or charges now in force or enacted in the future. Any such tax, fee or charge imposed by any governmental authority on, or measured by, the transaction between ShoreTel and Buyer (exclusive of taxes based on ShoreTel net income) will be paid by Buyer in addition to the prices quoted or invoiced. In the event that ShoreTel is required to pay any such tax, fee or charge at the time of sale or thereafter, Buyer will reimburse ShoreTel therefor.

2. DELIVERY.

(a) Delivery will be made F.O.B. ShoreTel's plant, Sunnyvale, California. The time of delivery is the time the goods to be delivered are picked up by the carrier. (b) Title to the goods will pass to Buyer upon delivery of the goods by ShoreTel to carrier (F.O.B. Sunnyvale, California), and upon that delivery Buyer will be responsible for and bear the entire risk of loss or damage to the goods.

3. SHIPMENT.

In the absence of specific shipping instructions, ShoreTel will ship by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the goods being shipped. Unless otherwise specified, the goods will be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of ShoreTel, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

4. SECURITY INTEREST.

ShoreTel may reserve a purchase money security interest in goods sold and the proceeds thereof, in the amount of the purchase price. In the event of default by Buyer in any of its obligations to ShoreTel, ShoreTel will have the right to repossess the goods sold hereunder without liability to Buyer. These security interests will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect ShoreTel's security interest. On request of ShoreTel, Buyer will execute financing statements and other instruments that ShoreTel may request to perfect ShoreTel's security interest.

5. TERMS OF PAYMENT.

(a) Terms are net thirty (30) days of the date of invoice. Accounts thirty (30) days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing these accounts. (b) Orders from customers with invoices that are sixty (60) days overdue (i.e., not paid within sixty (60) days of invoice date) will be held until all invoices are paid in full and credit is reestablished to ShoreTel's satisfaction.

6. SALE CONVEYS NO LICENSE.

The goods are offered for sale and are sold by ShoreTel subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent claim with respect to which ShoreTel can grant licenses covering complete equipment, or any assembly, circuit combination, method or process in which any such goods are used as components. ShoreTel expressly reserves all its rights under such patent claims. The use of the Software by Buyer is subject to the terms and conditions of any software license required by ShoreTel or contained within or provided in connection with the Software.

7. LIMITED WARRANTY.

(a) ShoreTel warrants to Buyer that, for a period of thirteen (13) months after ship date, Hardware Products will be free from defects in materials and workmanship, and for a period of ninety (90) days after ship date, Software Products will perform in every material respect according to the published specifications therefor. (b) 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. (c) 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. (d) 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: For Products other than Software, ShoreTel shall repair or replace, at ShoreTel's option, any defective Product. For Software, 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.

8. LIMITATION OF LIABILITY.

(a) ShoreTel will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of ShoreTel, including but not limited to supplier delay, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. (b) SHORETEL'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE WILL BE LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT WILL SHORETEL BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER. IN NO EVENT WILL SHORETEL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT) WHETHER OR NOT SHORETEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. SUBSTITUTIONS AND MODIFICATIONS.

ShoreTel will have the right to make substitutions and modifications in the specifications of products sold by ShoreTel provided that such substitutions or modifications will not materially affect overall product performance.

10. CANCELLATION.

(a) This contract may be canceled by Buyer only upon the payment of reasonable cancellation charges, which will include but not be limited to expenses already incurred for labor and material costs, overhead, commitments made by ShoreTel, and a reasonable profit. (b) In the event of cancellation, Buyer will have no rights in partially completed goods.

11. BANKRUPTCY.

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with his creditors, (iii) commences to be wound up, or (iv) suffers a receiver to be appointed, ShoreTel will be at liberty by notice in writing to cancel this contract without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to ShoreTel.

12. ENTIRE AGREEMENT.

(a) The terms and conditions (and those of any software license referenced in Section 6 hereof) set forth herein constitute the entire agreement between ShoreTel and Buyer. (b) This contract may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of the contract by its express terms. (c) Buyer hereby acknowledges that he has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

13. WAIVER.

The failure by ShoreTel to enforce at any time any of the provisions of this contract, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

14. APPLICABLE LAW.

This contract will be governed by the laws of the State of California.

15. JURISDICTION AND VENUE.

The California state courts of Santa Clara County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California) will have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and Buyer hereby consents to the jurisdiction of such courts.

16. ASSIGNMENT.

Buyer may not assign its rights, duties or obligations under this agreement without the prior written consent of ShoreTel.

17. ATTORNEYS' FEES.

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.



SHORETEL PARTNER SUPPORT AGREEMENT

Customer: _____

THIS SHORETEL PARTNER SUPPORT AGREEMENT ("AGREEMENT") BY AND BETWEEN _____ ("CUSTOMER") AND STRUCTURED COMMUNICATION SYSTEMS, INC. ("STRUCTURED") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH STRUCTURED AGREES TO PROVIDE SUPPORT SERVICES FOR THE CUSTOMER'S SHORETEL IP VOICE COMMUNICATION SYSTEM. BY SIGNING BELOW, CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS.

1.0 Definitions

- 1.1 On-Hours. Between 8:00 a.m. and 5:00 p.m., Pacific Time, on every Business Day.
- 1.2 After-Hours. All hours not included in On-Hours.
- 1.3 Business Day. Monday through Friday inclusive, excluding holidays.
- 1.4 Holidays. Structured observes the following calendar days in the United States as holidays; Christmas, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. Structured may designate in writing two additional holidays each year.
- 1.5 System. The ShoreTel IP Voice Communication System.
- 1.6 Time of Coverage. Unless otherwise agreed in writing and signed by Structured and Customer, the support hours are stated in Exhibit A – Service Program Data Sheet.
- 1.7 International Deployments. Any product installed in a country other than the United States is defined as an International Deployment. Unless otherwise agreed to in writing and signed by Structured and Customer, support is only available for products in countries where products are certified for use by ShoreTel. Customer acknowledges that Structured may not nor is obligated under this Agreement to have a local service or sales presence in any particular foreign country. This extends to but is not limited to service centers, replacement part stocking locations, and training centers.

2.0 Installation

- 2.1 Remote Accessibility and Installation Verification. Structured, subject to receiving prior written authorization from Customer, may remotely access Customer's System to a) review the final installation for quality assurance purposes and/or b) provide remote installation support.

3.0 Support

- 3.1 Customer Access to Support. Support provides authorization for specific Authorized Contacts (as defined in Section 6.2) to engage Structured's help desk. The Authorized Contacts may contact the help desk by logging on to the Structured's ShoreTel Support Portal, sending e-mail, or by telephone. A Customer's access to Structured's Help Desk is identified in Exhibit A –Service Program Data Sheet.
- 3.2 On Line Support. Each Authorized Contact shall be provided with a unique user account for Structured's ShoreTel Support Portal. Accessibility to individual areas of the website are identified in Exhibit A –Service Program Data Sheet.
- 3.3 Telephone Support. Telephone Support is available during On-Hours. Any provisions for After-Hour or Holiday support are outlined in Exhibit A – Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by Structured and Customer, services identified in Exhibit A – Service Program Data Sheet, are available during Structured On-Hours (as defined in section 1.1).
- 4 E-mail Support. Authorized Contacts may request support by e-mail, which is available during On-Hours.

- 3.5 Response Standards. Response standards define the level of support which can be expected by Customer. Structured's commitments surrounding these standards are defined in Exhibit A – Service Program Data Sheet.

- 3.6 Service Level Agreement. Enhanced Service Level Agreements may be purchased from Structured in addition to the standard support described in this Agreement. Enhanced Service Level Agreements are customized according to the customers needs. Contact your Structured Account Executive for additional details.

4.0 Add, Moves, and Changes

- 4.1 Adds, Moves, and Changes are not covered under this Agreement and are the responsibility of the Customer.

5.0 Software and Hardware

- 5.1 Software Updates and New Releases. Customers will receive new software releases and applicable software maintenance updates during the term of the Agreement as defined in Exhibit A – Service Program Data Sheet. Installation of such software releases and updates is not included as part of this Agreement and is the responsibility of the Customer.

6.0 Customer Responsibilities

- 6.1 Authorized Contacts. Customer shall designate specific Customer Employees ("Authorized Contacts") from their organization that will act as the primary interface with Structured's help desk. The Authorized Contacts for Customer are identified in Exhibit B – Authorized Contacts. Customer is responsible for notifying Structured's help desk via the support portal or e-mail in the event changes to the Customer's previously designated Authorized Contacts are required.
- 6.2 On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with Structured personnel to resolve cases if initial efforts to resolve the incident with the Customer's Authorized Contacts are unsuccessful.
- 6.3 Latest Release. Customer shall maintain all hardware and software within two versions of current release level including products held as replacement parts. Installation of new software and hardware is the Customer's responsibility and must be installed in accordance with ShoreTel's specifications. Installation support for subsequent hardware and software purchases and/or releases is available from Structured and is priced separately.
- 6.4 Access. Customer may elect to provide remote access to systems and servers as may be specified by Structured from time to time. Please note that if Customer does not elect to provide remote access, Structured shall charge Customer for on-site access in accordance with Structured's then-current price list.
- 6.5 Maintenance of Systems. Customer shall maintain (including software updates) the switch room cable plant, server, client PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications.

7.0 Term and Termination

- 7.1 Term. The initial term of this Agreement will commence on the date product is first shipped to Customer and will have a term of twelve months.

7.2 **Renewal.** This Agreement will terminate at the end of the initial term. Customer may renew the Agreement via written request at least 30 days prior to termination date. The renewal price is based upon the equipment and licensing owned/licensed by the Customer at the time of the renewal. A quotation outlining the renewal price will be provided by Structured prior to the end of the then current term.

8.0 Pricing and Payment Terms

8.1 **Price.** Support pricing is based upon the pricing set forth on the Structured quotation provided to Customer. All support fees are stated as annual amounts, unless otherwise stated on the Structured quotation.

8.2 **Add-On Purchases.** Support for all add-on purchases will be billed at the time of shipment of the equipment/licensing and pro-rated for the remaining term. Support pricing for add-on purchases is based upon the pricing set forth on the Structured quotation provided to Customer. All applicable taxes, if any, will be billed at the time of invoice.

8.3 **Payments.** Payments for support are made in annual installments, unless otherwise stated on the Structured quotation. Annual payment is due prior to the beginning of the twelve month period for which support services are to be performed.

9.0 **Limited Warranty.** STRUCTURED SHALL USE ITS REASONABLE, BEST EFFORTS TO PROVIDE THE SUPPORT SERVICES DEFINED IN THIS AGREEMENT AND WARRANTS THAT SUCH SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER. THIS WARRANTY IS CONTINGENT UPON CUSTOMER'S ADHERENCE TO UTILIZING SUPPORTED CONFIGURATIONS AND FOLLOWING THE PROPER INSTALLATION AND SUPPORT PRACTICES AND PROCEDURES FOR WHICH THE SYSTEM WAS INTENDED. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, STRUCTURED MAKES NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

10.0 **Unauthorized Equipment.** It is Structured's policy to not extend support or provide software for any equipment purchased from an unauthorized third party.

11.0 **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL STRUCTURED BE LIABLE TO CUSTOMER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, PROFITS, REVENUE, DATA, OR BUSINESS) ARISING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED BY STRUCTURED HEREUNDER. THIS EXCLUSION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. STRUCTURED'S TOTAL AGGREGATE LIABILITY ARISING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED BY STRUCTURED HEREUNDER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO STRUCTURED UNDER THE AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED BY STRUCTURED HEREUNDER, MAY BE BROUGHT AGAINST STRUCTURED MORE THAN ONE YEAR AFTER THE DATE OF ACCRUAL OF THE CAUSE OF ACTION.

12.0 Miscellaneous

12.1 **Governing Law.** The laws of the United States and the State of Oregon, without reference to conflict of law principles shall govern this Agreement. Any dispute between the Customer and Structured regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the State of Oregon.

12.2 **Entire Agreement; Severability.** This Agreement is the entire agreement between Customer and Structured with respect to support services provided by Structured and supersedes any other verbal or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

12.3 **Force Majeure.** Structured is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Structured's ability to deliver services is impaired by Customer or circumstances beyond Structured's control, Structured may terminate this Agreement, in which event; Customer will receive a refund for any unused portion of the service term for which it had paid.

Customer Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Structured Communication Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SERVICE PROGRAM DATA SHEET

Features	Program Details
Telephone/Email Technical Support	
▪ Description	Telephone/e-mail technical assistance available 7x24 for the client to ask questions regarding concerns/issues that the client is troubleshooting
▪ Hours of Service	7 x 24
▪ On Hours	60 minute response time (Engineer)
▪ After Hours	2 hour response time (Engineer)
▪ VoIP Hotline Contact Information	Critical Issues: 503.513.4598 Non-Critical Issues: voip@structured.com
Web Access	
▪ Access to a Secured Area of Structured's Ticketing System	Yes
▪ Software Downloads/Knowledgebase	Yes
▪ Access to a Secured Area of ShoreTel's Web Site	Upon Request
Software Updates/Upgrades	
▪ Description	Structured provides access to software documentation, patches, updates and upgrades; Structured's Help Desk is available to answer any client questions that may arise regarding such upgrades/updates.
▪ Software Updates	Yes
▪ Published Patches and Fixes	Yes
Hardware Replacement	
▪ Description	Advanced Hardware replacement is vital to minimizing business crippling downtime. In the unlikely event that a client experiences a hardware failure, Structured's help desk is available to field a client's hardware replacement request for a ShoreGear switch which is logged and shipped for next-business day delivery. Covered ShorePhone telephone replacements receive the same advanced shipment attention but are sent via ground delivery.
▪ Advanced Exchange (Next Business Day Delivery) - <i>ShoreGear Switches</i>	Structured's Help Desk must receive the hardware replacement request by 3:00 p.m. (PST) to ensure next business day delivery.
▪ Advanced Exchange, (Ground Delivery) - <i>Covered ShorePhone IP Telephones</i>	Structured's Help Desk must receive the hardware replacement request by 3:00 p.m. (PST) to ensure the replacement request is placed on the same day.

EXHIBIT B – AUTHORIZED CONTACTS

Company Name And Mailing Address:	Company:
	Address:
	Address:
	City, State Zip:
Authorized Contact #1:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #2:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #3:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #4:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	

Exhibit G
SOURCE CODE ESCROW AGREEMENT

(Not applicable to this Agreement)

Exhibit H
INSURANCE REQUIREMENTS
Yamhill County

During the entire term of this Agreement (and for 5 years following expiration of this Agreement for Professional Liability Insurance), Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit H and the Agreement document, this Exhibit H shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p><input checked="" type="checkbox"/> Required (Contractor has one Or more employees) <input type="checkbox"/> Not required (Contractor has no Employees Must Provide written statement as such)</p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$3,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this Agreement.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$1,500,000 for each occurrence for bodily injury and property damage.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required</p> <p><input type="checkbox"/> Exclusion approved by Business Services-Risk Management</p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage for the indemnity provided under this Agreement and provide by separate written endorsement that County its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this Agreement.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p><input type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury).</p> <p>OR</p> <p>For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this Agreement will depend on nature of contracted services.)</p> <p><input checked="" type="checkbox"/> \$500,000 each accident <input type="checkbox"/> \$1,500,000 each accident</p> <p><input type="checkbox"/> N/A</p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the work or Services provided under this Agreement.</p> <p><u>The County will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name County, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this Agreement.</p>
<p>Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s).</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this Agreement and a separate written endorsement adding Yamhill County its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded the County as an Insured shall apply as primary and not excess to any insurance issued the County, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Send the Certificate of Insurance to: Yamhill County, ATTN: County Counsel, 434 NE Evans, McMinnville, OR 97128</p>	

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY YAMHILL COUNTY RISK MANAGEMENT - Revised January 2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 801384 Brown & Brown Northwest PO Box 29018 Portland, OR 97296-0018 William McCabe	1-503-274-6511	CONTACT NAME: PHONE (A/C, No. Ext): 503-274-6511 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL CAS CO INSURER B: VALLEY FORGE INS CO INSURER C: TRANSPORTATION INS CO INSURER D: TRAVELERS IND CO INSURER E: INSURER F:	FAX (A/C, No): 503-274-6524 NAIC # 20443 20508 20494 25658
INSURED Structured Communications Systems, Inc. 12901 SE 97th Avenue Suite 400 Clackamas, OR 97015			

COVERAGES **CERTIFICATE NUMBER:** 41349451 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	5082934724	01/01/14	01/01/15	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	5082934738	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	5082934710	01/01/14	01/01/15	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3985T00	10/26/13	10/26/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Errors & Omissions			5082934724	01/01/14	01/01/15	Limit: \$6,000,000 Ded:25000
A	Crime - Client Coverage			5082934724	01/01/14	01/01/15	Limit: \$1,000,000 Ded:5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Yamhill County, its officers/officials, agents, employees and volunteers are named as additional insured and waiver of subrogation applies in favor of additional insured in accordance with policy terms, conditions and exclusions per the attached endorsements where required by written contract. Additional Insured status shall be primary and non-contributory and applies to completed operations when required by written contract per the attached endorsement.

****Additional insured status does not apply to Workers' Compensation coverage.****

CERTIFICATE HOLDER Yamhill County At _____ County Counsel 434 NE Evans McMinnville, OR 97128 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (IKUB-3985T00-0-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 10-25-13

ST ASSIGN:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an

additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this paragraph. 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:
 - (a) It is required by the written contract or written agreement; and
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of

such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a. of Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
 - a. Prior to the termination date of any joint venture, partnership or limited liability company; or

- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. **Damage to Property** of **SECTION I – EXCLUSIONS** do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to **PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES** and is included within the General Aggregate Limit as described in **SECTION III – LIMITS OF INSURANCE**.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of "personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE** does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (**Medical Payments**) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of **Section I – Coverage C – Medical Payments**, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under **Section I – Supplementary Payments –Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

12. PROPERTY DAMAGE – ELEVATORS

With respect to Exclusions of **Section I – Coverage A**, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under **Section I – Coverage A – Bodily Injury and Property Damage** the last paragraph of **2. Exclusions** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with

permission of the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY – DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I – Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under **Section I – Coverage A – Bodily Injury and Property Damage**, Exclusion **2.g.**, subparagraph **(2)** is deleted and replaced by the following.

- (2)** A watercraft you do not own that is:
- (a)** Less than 55 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion **2.g.** of **Section I – Coverage A – Bodily Injury and Property Damage**, does not apply to an aircraft you do not own, provided that:

- 1.** The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2.** It is rented with a trained, paid crew; and
- 3.** It does not transport persons or cargo for a charge.

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership;
- (3)** An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4)** A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

Volume 115
Page 1672

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

We waive any right of recovery we may have against the person or organization shown in the Schedule above

POLICY NUMBER: 5082934738

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Structured Communication Systems, Inc.

Endorsement Effective Date: 1/1/14

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>As required by written contract or agreement.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

EXHIBIT I
PERFORMANCE BOND

Volume 115
Page 1675

Attach copy of original Performance Bond

EXHIBIT J
Travel and Expense Policy

Volume 115
Page 1676

Accepted by Yamhill County
Board of Commissioners on
9.11.14 by Board Order
14-549