

QUOTE



Date	Quote #
06/29/23	CNPQ85682-03

Sold To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Email: sgrier@cartersvillega.gov

Ship To: City of Cartersville
 Steven Grier
 10 N Public Sq.
 Cartersville, GA 30120
 USA

Phone: (770) 387-5616
Email: sgrier@cartersvillega.gov

A 50% Deposit may be required before order is placed. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Terms	Rep	P.O. Number	Ship Via
	Steve		

Qty	Description	Unit Price	Ext. Price
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FVE VM-500 3yr

This quote is presented as budgetary. An actionable quote will require a CNP Voice Engineer to go on site and perform a thorough site survey. Once completed, an actionable quote will be presented with a detailed statement of work.

Project Details:

1. The City of Cartersville is replacing their Mitel Mivoice Connect System with a Fortivoice PBX system.
2. CNP is quoting The City of Cartersville all of the necessary hardware, software, licensing and professional services for this project.
3. The City of Cartersville is going to re-use 21 ATA devices for all of their analog connections.
4. The City of Cartersville will also be converting to an Airespring SIP trunk with 25 call paths as part of this project.
5. CNP will assist the customer with the turn-up of the Airespring SIP trunk and the number porting
6. CNP is quoting The City of Cartersville a block of 25 CNP UC Professional Service hours. If more hours are needed, CNP will notify The City of Cartersville in advance and The City of Cartersville can purchase another block of hours if needed. If the original block of hours is not used, The City of Cartersville can use the remaining hours at any time. The unused hours never expire.
7. This project will be accomplished in a phased approach..

Notes and Assumptions:

1. Location of install: City of Cartersville, GA
2. Number of IP phones: 285

Customer Initials _____

Qty	Description	Unit Price	Ext. Price
	<p>3. Number of analog devices connected to Fortivoice: 46 devices connected via 21 ATA devices.</p> <p>4. Number of analog pots lines connected to Fortivoice: None</p> <p>5. What parts are designated as spare equipment: None</p> <p>6. Any non-standard components: None</p> <p>7. Assumes 1 25-call path SIP trunk provided by Airespring.</p> <p>8. Assumes customer will provide POE and UPS</p> <p>9. Assumes customer will unbox, place and power up phones</p> <p>10. Assumes customer has adequate rack space for the physical server.</p> <p>11. Assumes customer has an adequate virtual environment to support the Fortivoice virtual machine.</p> <p>12. Assumes customer has an adequate network environment that can support VOIP traffic.</p> <p>13. Assumes customer is converting a MultiTech faxing solution over to the native Fortivoice Faxing solution.</p>		
	FortiVoice Server		
1	FortiVoice-VM-500 software supports 500 Endpoints, and 50 VoIP trunks. Call Center and Hotel licensing supported.	\$3,959.27	\$3,959.27
1	FortiVoice-VM-500 3 Year FortiCare Premium Support	\$4,535.16	\$4,535.16
3	FortiVoice-VM-500 1 Year FortiVoice Unified Communication Service	\$791.85	\$2,375.55
	CALL CENTER		
1	FortiVoice - Call Center 3 Year FortiCare, 24x7 phone, OS updates: Renewals (1 - 30 Agents)	\$3,273.48	\$3,273.48
1	License to add 10 agents to FortiVoice Call Center	\$915.93	\$915.93
1	Base license for stackable FVC Call Center (includes 10 agents)	\$1,025.93	\$1,025.93
	PHONES		
1	License to add 10 FortiVoice Softclients to FortiVoice system.	\$475.93	\$475.93
285	FortiFone 480	\$283.03	\$80,663.55
3	10PK FON-480 PLASTIC WALL RACK MOUNTING KIT Product stocked by manufacturer. Delivery times vary.	\$171.20	\$513.60
1	PREPAID UC SERVICE BLOCK 25 HOURS - BLOCKS ARE NOT ACTIVE UNTIL PAID IN FULL - ACTUAL HOURS ARE DEDUCTED FROM THE BLOCK (AFTER-HOURS ARE DEDUCTED AT TIME AND A HALF) - OVERAGES MAY BE BILLED AT REGULAR RATES OR APPLIED TO A NEW PURCHASED BLOCK. UNUSED HOURS DO NOT EXPIRE.	\$4,875.00	\$4,875.00

Customer Initials _____

Qty	Description	Unit Price	Ext. Price
	Thank you for your business!		
		SubTotal	\$102,613.40
		Sales Tax	\$0.00
		Total	\$102,613.40
		Deposit	\$31,624.64

Special Notes About Auto-Renew Vendors

There are vendors who require renewals to be placed in an auto-renew status. Examples are Cisco and Inspeed, although this may not be a complete list as vendor requirements do change. For auto-renew vendors, the customer must let CNP know a minimum of 60 days in advance of the expiration date if this is not desired. After that time period the customer will be invoiced and the invoice is non-refundable.

Multi-Year Zix renewals are subject to the contract term agreed upon on the first order. Subsequent years to fulfill that contract are not eligible for cancellation and are non-refundable. They will be requoted after the contract term is complete and will not renew without customer approval.

Customer Initials _____

Terms and Conditions

The following Terms and Conditions of Sale and Installation ("Terms and Conditions") shall apply to all transactions between customer and CNP Technologies LLC ("CNP"). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. **Pricing.** Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. **Payment Terms.** A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. **Sales & Use Tax.** Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
4. **Additional Charges.** Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
5. **Site Visits.** Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
6. **Limited Warranty.** All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer's sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP's option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer's control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP's control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

7. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.

8. **Product Returns.** All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply. Software license sales and warranty renewals are final and non-returnable. Service Blocks do not expire and are non-returnable and non-transferable. Meraki is non-returnable and non-cancellable. Zix contracts are non-cancellable. Other vendor exceptions may apply.

9. **Confidentiality.** All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.

10. **Mutual Non-Solicitation of Employees.** For the term hereof and a period of two years following any termination hereof, CUSTOMER shall not directly or indirectly recruit, solicit nor hire any of CNP's employees without CNP's prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.

11. **Miscellaneous.**

A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of North Carolina. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Charlotte, North Carolina. Customer further agrees not to contest the jurisdiction or venue of any such court.

B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.

D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.

E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.

Customer Initials _____

Acceptance of Quote, Terms and Conditions

Quoted By: Steve Friedland

Accepted By: _____ Date: _____

Please sign and fax this quote back to CNP at (704) 927-6610.

*Please do NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales

Prices in this quote are only guaranteed for 10 days from the date of this quote and will expire on: 4/22/2022

Customer Initials _____