



Contract # AR2502

## STATE OF UTAH COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Division of Purchasing and the following Contractor:

Quality Speaks LLC, dba Broadvoice

Name

9221 Corbin Ave

Address

Northridge

CA

91324

City

State

Zip

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Contact Person Dan Silver Phone # (800)795-7989 Email NASPO@broadvoice.com

Vendor # \_\_\_\_\_ Commodity Code # 920-05

2. **GENERAL PURPOSE OF CONTRACT:** Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. **PROCUREMENT PROCESS:** This contract is entered into as a result of the procurement process on Bid # CH16012.
4. **CONTRACT PERIOD:** Effective Date: 09/16/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. **Administrative Fee,** as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. **ATTACHMENT A:** NASPO ValuePoint Master Terms and Conditions, including that attached Exhibits  
**ATTACHMENT B:** Scope of Services Awarded to Contractor  
**ATTACHMENT C:** Pricing Discounts and Pricing Schedule  
**ATTACHMENT D:** Contractor's Response to Solicitation #CH16012  
**ATTACHMENT E:** Broadvoice SLA and Master Service Agreement
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # CH16012.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

Contractor's signature

Jim Murphy - CEO

Type or Print Name and Title

Date

9/21/16

**STATE**

Director, Division of Purchasing

Date

9.26.16

Christopher Hughes

Division of Purchasing - Contact Person

801-538-3254

Telephone Number

Fax Number

christopherhughes@utah.gov

Email

(Revision 16 June 2016)



## **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum<sup>1</sup> ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits<sup>2</sup> to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**2. Definitions** - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

**Confidential Information** means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

**Contractor** means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

**Data** means all information, whether in oral or written (including electronic) form,

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<sup>1</sup> A Sample Participating Addendum will be published after the contracts have been awarded.

<sup>2</sup> The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

**Data Breach** means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

**Data Categorization** means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

**Disabling Code** means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

**Fulfillment Partner** means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

**High Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

**Infrastructure as a Service (IaaS)** as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering the solicitation and any resulting Master Agreement(s).

**Low Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

**Master Agreement** means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

**Moderate Risk Data** is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

**NASPO ValuePoint** is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

**Non-Public Data** means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate.

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

**Personal Data** means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

**Platform as a Service (PaaS)** as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

**Product** means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

**Protected Health Information (PHI)** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Purchasing Entity** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**Services** mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

**Security Incident** means the possible or actual unauthorized access to a Purchasing

Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

**Service Level Agreement (SLA)** means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

**Software as a Service (SaaS)** as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**Solicitation** means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

**Statement of Work** means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

**3. Term of the Master Agreement:** The initial term of this Master Agreement is for ten (10) years with no renewal options.

**4. Amendments:** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

**5. Assignment/Subcontracts:** Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

**6. Discount Guarantee Period:** All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the

immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

**7. Termination:** Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

**8. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor 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 Master Agreement, and Contractor shall at its

expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**9. Right to Publish:** Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **10. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or



(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**11. Changes in Contractor Representation:** The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**12. Force Majeure:** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

### **13. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be

responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

**14. Independent Contractor:** The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

**15. Individual Customers:** Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **16. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	<b>Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions</b> Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment

of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

**17. Laws and Regulations:** Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**18. No Waiver of Sovereign Immunity:** In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

## **19. Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level

Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

## **20. Participants and Scope**

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a

Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office<sup>3</sup>.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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<sup>3</sup> Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

**21. Payment:** Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**22. Data Access Controls:** Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

**23. Operations Management:** Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

**24. Public Information:** This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

**25. Purchasing Entity Data:** Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or



sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

## **26. Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

**27. Administrative Fees:** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to

the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

**28. System Failure or Damage:** In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

**29. Title to Product:** If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

**30. Data Privacy:** The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

**31. Warranty:** At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement

are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

### **32. Transition Assistance:**

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

**33. Waiver of Breach:** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

**34. Assignment of Antitrust Rights:** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**35. Debarment :** The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**36. Performance and Payment Time Frames that Exceed Contract Duration:** All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as “new.”

### **37. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**38. No Guarantee of Service Volumes:** The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition

as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

**39. NASPO ValuePoint eMarket Center:** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

**40. Contract Provisions for Orders Utilizing Federal Funds:** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

**41. Government Support:** No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

**42. NASPO ValuePoint Summary and Detailed Usage Reports:** In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

**43. Entire Agreement:** This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

## **Exhibit 1 to the Master Agreement: Software-as-a-Service**

**1. Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

**2. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.



**3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

**4. Security Incident or Data Breach Notification:**

a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**5. Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

**6. Notification of Legal Requests:** The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

**8. Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

**9. Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

**10. Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

**11. Data Center Audit:** The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**12. Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

**13. Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

**14. Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

**15. Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

**16. Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**17. Subcontractor Disclosure:** Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

**18. Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the

person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

**19. Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

**20. Compliance with Accessibility Standards:** The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

**21. Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

**22. Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

**23. Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

### Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
SaaS	X			Cloud PBX SIP Trunking Unified Communications (UCaaS)
IaaS				
PaaS				

## Attachment C – Cost Proposal

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### Solicitation Number CH16012 NASPO ValuePoint Cloud Solutions RFP

**Cloud Solutions By Category.** Specify ***Discount Percent*** % Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service	Discount % <u>10</u>
Cloud PBX (See “Exhibit 1 to Attachment G - Cloud_PBX_Price_Catalog.pdf”)	
SIP Trunking (See “Exhibit 2 to Attachment G - SIP_Trunking_Price_Catalog.pdf”)	
Unified Communications (See “Exhibit 3 to Attachment G – UCaaS_Hardware_Price_Catalog.pdf”)	
Infrastructure as a Service	Discount % <u>0</u>
Platform as a Services	Discount % <u>0</u>
Value Added Services	Discount % <u>10</u>

---

#### Additional Value Added Services:

##### Maintenance Services

Onsite Hourly Rate \$ 200  
Remote Hourly Rate \$ 0

##### Professional Services

- Deployment Services Onsite Hourly Rate \$ ICB\*  
Remote Hourly Rate \$ 0
- Consulting/Advisory Services Onsite Hourly Rate \$ ICB\*  
Remote Hourly Rate \$ 0
- Architectural Design Services Onsite Hourly Rate \$ 0  
Remote Hourly Rate \$ 0
- Statement of Work Services Onsite Hourly Rate \$ ICB\*  
Remote Hourly Rate \$ 0

Rush/Expedite  
Onsite Installation

Flat Fee \$500  
Starting at \$500

##### Partner Services

Onsite Hourly Rate \$ ICB\*  
Remote Hourly Rate \$ ICB\*

##### Training Deployment Services

Onsite Hourly Rate \$ ICB\*  
Online Hourly Rate \$ ICB\*

\*ICB: Individual Case Basis

Cloud Business Phone Service	Description	Price/Ext.	Price/Minute	Total Price taxes & fees inc.
Unlimited Extension (Monthly)	Subscriber Line-Unlimited Calling in the USA/Canada	\$29.95	X	\$36.41
Unlimited Extension (1 Year)		\$22.95	X	\$28.59
Unlimited Extension (2 Year)		\$19.95	X	\$25.24
Unlimited Extension (3 Year)		\$17.95	X	\$23.01
Unlimited Global Ext. (Monthly)	Subscriber Line-Unlimited Calling in the USA/Canada plus free calling to 75 countries	\$36.95	X	\$44.22
Unlimited Global Ext. (1 Year)		\$29.95	X	\$36.41
Unlimited Global Ext. (2 Year)		\$26.95	X	\$33.06
Unlimited Global Ext. (3 Year)		\$24.95	X	\$30.82
Metered Extension (Monthly)	Unlimited Inbound/\$0.04 per Minute Rate Outbound	\$9.95	\$0.04	\$14.08
Metered Extension (1 Year)		\$9.95	\$0.04	\$14.08
Metered Extension (2 Year)		\$9.95	\$0.04	\$14.08
Metered Extension (3 Year)		\$9.95	\$0.04	\$14.08
Virtual (Monthly)	Subscriber Line - Remote User - Auto Attendant 4 Digit Extension or Mobile APP Access	\$12.95	X	X
Virtual (1 Year)		\$11.95	X	X
Virtual (2 Year)		\$10.95	X	X
Virtual (3 Year)		\$9.95	X	X
Additional Services				
International Virtual Number	International DID-Pricing Varies on Country	X	X	X
Parked DID	Inactive DID which can be enabled/disabled via Online Portal	\$0.50	X	X
Phone Number (DID)	Telephone Number (Direct Inward Dial)	\$5.00	X	X
Toll-Free Number	A toll-free number can be attached to main number or any DID	\$5.00	\$0.029	X
Toll-Free Package	1,000 toll free inbound minutes (\$0.02 for each minute thereafter)	\$20.00	X	X

Cloud PBX Features	Description	MRC	NRC
Auto Attendant	Virtual Receptionist/Greeting	\$15.00	<b>X</b>
Broadvoice Communicator	A powerful instant messaging client that integrates with your phone service. With built in phone presence, soft phone, screen sharing and the ability to make video calls it is the solution to all of your collaboration needs.	\$10.00	<b>X</b>
Broadvoice Email	Broadvoice Email integrates with your phone service allowing you to check voicemails, call logs and place outbound faxes all from one portal. When paired with the Broadvoice Communicator they form a powerful Unified Communications solution.	\$10.00	<b>X</b>
Call Recording	Records all of the users calls regardless of location or end point.	\$4.95	<b>X</b>
Conference Bridge	Local #, Moderator Pin, and 50 Simultaneous Participants	\$9.95	<b>X</b>
Monitor/Whisper/Barge	Advanced Monitoring System	\$10.00	<b>X</b>
Traditional Fax	Traditional faxing with leased or purchased Fax Adapter	\$4.95	<b>X</b>
Virtual Fax	Inbound/Outbound Faxing via Online Portal (PDF and TIFF)	\$4.95	<b>X</b>
Voice Operator Panel	The Voice Operator Panel (VOP) is a piece of software that emulates the side car of an IP phone. Commonly used for receptionists or supervisors.	\$40.00	\$200.00
Voicemail-to-Email	Converts your voice messages into text and delivers them to you via email. First 2 months are free.	\$3.00	<b>X</b>



# SIP Trunking Rate Card

SIP Trunking	Description	Price/Ext.	Price/Minute
SMB Trunk (Monthly)	5 ports, 1 Trunk DID, Unlimited Inbound/5k Outbound	\$65.00	\$0.02
SMB Trunk (1 Year)	5 ports, 1 Trunk DID, 5 DIDs, Unlimited Inbound/5k Outbound	\$55.00	\$0.02
SMB Trunk (2 Year)		\$55.00	\$0.02
SMB Trunk (3 Year)		\$55.00	\$0.02
Enterprise Trunk (Monthly)	20 ports, 1 Trunk DID, Unlimited Inbound/20k Outbound	\$275.00	\$0.015
Enterprise Trunk (1 Year)	23 ports, 1 Trunk DID, 40 DIDs, Unlimited Inbound/20k Outbound	\$240.00	\$0.015
Enterprise Trunk (2 Year)		\$240.00	\$0.015
Enterprise Trunk (3 Year)		\$240.00	\$0.015
Call Center/Large Ent. (Monthly)	Minimum Revenue Commit	\$450.00	\$0.008
Call Center/Large Ent. (1 Year)		\$400.00	\$0.008
Call Center/Large Ent. (2 Year)		\$400.00	\$0.008
Call Center/Large Ent. (3 Year)		\$400.00	\$0.008
Additional Services			
Additional Port	Concurrent Call Paths	\$5.00	X
International Virtual Number	International DID-Pricing Varies on Country	N/A	X
Phone Number (DID)	Telephone Number (Direct Inward Dial)	\$2.00	X
Toll-Free Number	A toll-free number can be attached to main number or any DID	\$2.00	\$0.029
Toll-Free Package	1,000 toll-free inbound minutes (\$0.02 for each minute thereafter)	\$20.00	X

Unlimited SIP Trunk	Description	Price/Ext.	Price/Minute
Unlimited SIP Trunk (Monthly)	Unlimited Inbound/Outbound Calls	\$20.00	X
Unlimited SIP Trunk (1 Year)		\$19.00	X
Unlimited SIP Trunk (2 Year)		\$18.00	X
Unlimited SIP Trunk (3 Year)		\$17.00	X
Unlimited Trunk Package			
SMB Trunk Unlimited (Monthly)	5 ports, 1 Trunk DID, Unlimited Inbound/Outbound (\$0.02 (2¢) Per Min Rate)	\$95.00	X
SMB Trunk Unlimited (1 Year)	5 ports, 1 Trunk DID, 5 DIDs, Unlimited Inbound/Outbound (\$0.02 (2¢) Per Min Rate)	\$85.00	X
SMB Trunk Unlimited (2 Year)		\$85.00	X
SMB Trunk Unlimited (3 Year)		\$85.00	X
Additional Ports			
SMB Trunk Unlimited (Monthly)		\$19.00	X
SMB Trunk Unlimited (1/2/3 Year)		\$17.00	X

Virtual PRI	Description	Price/Ext.	Price/Minute
Virtual PRI (1 Year)	\$1400 install - Inc. Edgemark PRI, 23 channels, and 40 DIDs. Unlimited Inbound/20k Outbound	\$300.00	<b>X</b>
Virtual PRI (2 Year)	\$800 install - Inc. Edgemark PRI, 23 channels, and 40 DIDs. Unlimited Inbound/20k Outbound	\$270.00	<b>X</b>
Virtual PRI (3 Year)	\$400 install - Inc. Edgemark PRI, 23 channels, and 40 DIDs. Unlimited Inbound/20k Outbound	\$240.00	<b>X</b>
<b>Additional Services</b>			
Phone Number (DID)	Telephone Number (Direct Inward Dial)	\$2.00	<b>X</b>
Toll-Free Number	A toll-free number can be attached to main number or any DID	\$2.00	\$0.029
Toll-Free Package	1,000 toll free inbound minutes	\$20.00	<b>X</b>

Cisco	Description	Purchase	Lease to Own 24 Month	Lease to Own 36 Month
Cisco SPA 303	3-Line IP Phone: 2-Port switch and monochrome LCD display	\$118.80	\$4.95	\$3.95
Cisco SPA504G	4-Line IP Phone: 2-Port switch and monochrome LCD display	\$190.80	\$7.95	\$5.95
Cisco SPA508G	8-Line IP Phone: 2-Port switch and monochrome LCD display	\$215.70	\$9.95	\$7.95
Cisco SPA509G	12-Line IP Phone: 2-Port switch and monochrome LCD display	\$230.00	\$11.95	\$8.95
Cisco SPA525G	5-Line IP Phone: 2-Port switch and WiFi Enabled, Color LCD Display	\$309.80	\$13.95	\$10.95
Cisco 500S Sidecar	(Analog) Line Monitoring Attachment	\$70.80	\$2.95	\$2.95
Cisco 500DS Sidecar	(Digital) Line Monitoring Attachment	\$165.00	\$6.95	\$4.95
<b>Polycom</b>				
Polycom VVX300	6-Line IP Phone with power adapter	\$159.80	\$6.95	\$4.95
Polycom VVX310	6-Line IP Phone Gig E with power adapter	\$189.80	\$8.95	\$6.95
Polycom VVX400	12-Line IP Phone with power adapter	\$219.80	\$9.95	\$7.95
Polycom VVX410	12-Line IP Phone Gig E with power adapter	\$249.80	\$10.95	\$8.95
Polycom VVX500	12-Line IP Phone with power adapter	\$309.80	\$13.95	\$10.95
Polycom VVX600	16-Line IP Phone with power adapter	\$389.80	\$16.95	\$11.95
Polycom Sound Station IP5000	Conferencing Speaker Phone	\$598.80	\$24.95	\$17.95
Polycom Sound Station IP6000	Conferencing Speaker Phone	\$751.98	\$32.95	\$22.95
Polycom VVX Expansion Mod	(Analog) Line Monitoring Attachment	\$101.39	\$4.95	\$3.95
Polycom VVX Digital Expansion	(Digital) Color Line Monitoring Attachment	\$217.26	\$9.95	\$7.95
<b>Grandstream</b>				
Grandstream 1400	2-Line IP Phone with LCD display, 10/100 network switch, and 3 softkeys.	\$49.95	\$2.95	\$1.95
Grandstream 1450	All 1400 features + POE, back lit display and 3 programmable softkeys.	\$66.00	\$3.45	\$2.45
<b>Obihai</b>				
Obihai 1022	10-Line IP Phone: 2-Port 10/100 switch with PoE, Full Color Display	\$118.80	\$4.95	\$3.95
Obihai 1032	12-Line IP Phone: 2-Port 10/100 switch with PoE, WiFi and Bluetooth available with optional OBiWiFi and OBiBT adapters (not included), Full Color Display	\$156.25	\$6.95	\$4.95
Obihai 1062	24-Line IP Phone: 2-Port 10/100/1000 switch with PoE, WiFi and Bluetooth built in, Full Color Display	\$184.80	\$8.95	\$5.95
Obi 1000e Side Car	16-Line Expansion Module For Obihai 1032 & 1062	\$69.00	\$2.95	\$1.95
Bluetooth Adapter	Place and receive calls on your home phone via a mobile phone's wireless network	\$20.00	<b>X</b>	<b>X</b>
WiFi Adapter	Used with the OBi202 or the OBi302 VoIP adapters to connect analog devices to your wireless router and make VoIP calls from anywhere in WiFi range	\$20.00	<b>X</b>	<b>X</b>
<b>Yealink</b>				
Yealink W52 SIP IP Base Station	Cordless Phone System with IP Phone Features. Supports 5 handsets. 1.8" color display with intuitive user interface and up to 10 hours of talk time.	\$189.00	<b>X</b>	<b>X</b>
Yealink W52 Additional Handset	Individual Handsets in addition to the base station. Up to 50 meter range indoors.	\$100.00	<b>X</b>	<b>X</b>

Other Hardware	Description	Purchase	Lease	NRC
Analog Telephone Adapter (ATA)	2-Port Analog Phone Adapter	<b>X</b>	Free	<b>X</b>
Fax Adapter	Traditional Faxing with purchased Fax Adapter	\$99.95	\$5.00/mo	<b>X</b>
Edge Device	Minimum 4 Cloud PBX Extensions Required	<b>X</b>	Free	<b>X</b>
Managed Router (Purchased)	Broadvoice Managed Router	\$500.00	\$20.00	<b>X</b>
Broadvoice SMB IAD	Obihai 508-applicable configuration fee applied	<b>X</b>	<b>X</b>	\$200(MTM/1YR) \$100(2YR) \$0(3YR)
T1 Router	Option if DS-1 is selected for broadband. Pricing provided by Megapath and Nitel.	Varies	Varies	<b>X</b>

# **Broadvoice Response to Request for Proposal**

**The State of Utah**  
Division of Purchasing

In conjunction with

**NASPO ValuePoint**

## **NASPO ValuePoint Master Agreement for Cloud Solutions**

**Utah Solicitation Number CH16012**

March 10, 2016



## RFP Cover Letter

**RFP COVER LETTER  
REQUEST FOR PROPOSAL CH16012**

**RFP TITLE: Cloud Solutions**

Date: March 10<sup>th</sup>, 2016

To: Christopher Hughes, Assistant Director  
State of Utah Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

Broadvoice is pleased to respond to the RFP Cloud Solutions (CH16012) for the State of Utah. Broadvoice is a nationwide provider of cloud phone services and has been in business since 2006, providing unsurpassed services to both the public and private sector.

In submitting our proposal we understand the following:

Broadvoice understands that we may be requested to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum. (5.2.1)

The Broadvoice staff responsible for writing the proposal included Dan Silver, Maggie Osztreicher, and Jim Murphy (5.2.2)

Broadvoice is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. (5.2.3)

Broadvoice acknowledges that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP. (5.2.4)

Broadvoice is a Cloud Based Service Provider of voice services, and is considered a SaaS service model with Low Impact Data, as defined by FIPS PUB 199. Broadvoice normally deploys in a Public cloud method. However customers can choose a Hybrid or Community cloud deployment method in some cases. (5.2.5)

Broadvoice is capable of storing and securing low impact data. Please reference (Attachment H - Identification of Service Models final.pdf ) (5.2.6)

We appreciate the opportunity to submit this proposal. Should you have any questions or need further information, please feel free to contact me at (818) 964-0013 or at [dsilver@broadvoice.com](mailto:dsilver@broadvoice.com).

Sincerely,



Dan Silver  
Broadvoice

9221 Corbin Ave, Suite 260, Northridge, CA 91324  
E [info@broadvoice.com](mailto:info@broadvoice.com) W [broadvoice.com](http://broadvoice.com)  
T 818 224 7557 F 818 338 9626

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**List of Attachments**

- Attachment B - Cloud Security Alliance Questionnaires.pdf**
- Exhibit 1 to Attachment B - CAIQ v3.0.1-09-16-2014.xlsx**
- Attachment G - Cost Proposal - CH16012 Cloud Solutions.pdf**
- Exhibit 1 to Attachment G - Cloud\_PBX\_Price\_Catalog.pdf**
- Exhibit 2 to Attachment G - SIP\_Trunking\_Price\_Catalog.pdf**
- Exhibit 3 to Attachment G – UCaaS\_Hardware\_Price\_Catalog.pdf**
- Attachment H - Identification of Service Models final.pdf**
- Attachment\_I\_Broadvoice\_Contract\_Manager\_Resume.pdf**
- Attachment J - Broadvoice SLA.pdf**

## Executive Summary

When the first telephone was patented over 140 years ago, it ushered in a new era of business communications. Both public and private entities have used traditional “legacy” phone systems in much the same way for most of that time. Only in the last ten years have we seen a new era of communications, through the use of cloud based Voice over IP (“VoIP”) services. This revolution has seen efficiencies increase exponentially, while costs for such services plummeted. In an era of increasingly tight state budgets, this cost savings could not have come at a better time.

Broadvoice has been providing cloud based voice solutions to public and private entities, large and small, across North America for over ten years. Every office requires telephones to communicate internally and externally. Our objective is simple; bring value to our customers by providing a future-proof and scalable communications system, and reduce their monthly costs for such services. Purchasing entities will usually fall within two basic scenarios:

Scenario 1: As offices outgrow or outdate their legacy premise-based PBX, they are faced with the difficult questions when replacing it. Will the next system have all the advanced features that the office requires? How will we pay for this major capital expenditure? The Broadvoice Cloud PBX provides all of the advanced features of the high end phone systems, and with no major capex spend. New state-of-the-art IP phones are installed at each desk, and phone systems are managed by the entity themselves, not a 3rd party “phone guy” contractor. With unlimited calling, the monthly service is affordable and predictable.

Scenario 2: Some offices have invested in a premised-based phone system they are satisfied with. To those customers, Broadvoice provides a reliable Sip Trunking solution that reduce their monthly telecom cost, and allows them the flexibility to scale up or down at a moment’s notice. With unlimited calling, the office has reduced their monthly spend, they have an affordable and predictable telecommunications expense each month, and they can add capacity within minutes with a simple phone call.

Depending on the need of the entity, additional features can be layered on, such as Unified Communications, Call Recording, Voicemail-to-Email, Voicemail Transcription, and many more.

Reliability, scalability, and service have been the hallmarks of Broadvoice, and the foundation of our strong growth over the years. When Texas College needed to turn up 250 phones within two weeks, Broadvoice delivered on-time, and was able to train all personnel on-site the same day it was installed. Broadvoice dedicates a team of agents and engineers and project managers to handhold the purchaser through each step of the process, from quote to installation to training, and even does a first 30 day review with each customer.

With the Broadvoice geo-redundant network across the US, state purchasing entities will always be within reach of a reliable, affordable communications solution.

## RFP Signature Page – Vendor Information Form



## State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable) <b>Quality Speaks LLC dba Broadvoice</b>		Federal Tax Identification Number <b>27-4455408</b>		State of Utah Sales Tax ID Number <b>16S00852</b>	
Ordering Address <b>9221 Corbin Ave #260</b>		City <b>Northridge</b>		State <b>CA</b>	Zip Code <b>91324</b>
Remittance Address (if different from ordering address)		City		State	Zip Code
Type <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input checked="" type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non-Profit Corporation		Company Contact Person <b>Jim Murphy</b>			
Telephone Number (include area code) <b>818-264-4405</b>		Fax Number (include area code) <b>818-827-1776</b>			
Company's Internet Web Address <b>www.broadvoice.com</b>		Email Address <b>jim@broadvoice.com</b>			
Offeror's Authorized Representative's Signature 					
Type or Print Name <b>Jim Murphy</b>					
Position or Title of Authorized Representative <b>CEO</b>					
Date: <b>3/10/16</b>					

## Broadvoice Response to Point-by-Point Requirements

### 1 RFP Administrative Information

RFP Title:	Cloud Solutions
RFP Project Description:	The State of Utah, in conjunction with NASPO ValuePoint, is seeking Contract Vendor(s) to provide cloud solutions as described in the RFP.
RFP Lead:	Christopher Hughes, Assistant Director State of Utah, Division of Purchasing christopherhughes@utah.gov (801) 538-3254
Submit sealed proposal (if submitting manually):  MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE UTAH DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME. PROPOSALS RECEIVED AFTER THE DEADLINE, REGARDLESS OF REASON, WILL NOT BE REVIEWED.	Address for Courier: State of Utah Division of Purchasing 3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114-1061.
Submit electronically via Bidsync:	Electronic Submission: www.bidsync.com
Question and Answer Period:	December 21, 2015 – January 29, 2016
RFP Closing Date:	March 10, 2016 at 1:00 pm MTN
Initial Term of Master Agreement and Renewals:	The term of the Master Agreement will be ten (10) years with no renewal periods. Upon mutual agreement, the Master Agreement may be extended or amended.
<p><b>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, INCLUDING THE STATE OF UTAH, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.</b></p> <p><b>The Request for Proposal contains the following Attachments and Exhibits:</b></p> <p style="padding-left: 40px;"><b>Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions</b></p> <p style="padding-left: 80px;"><b>Exhibit 1 to Attachment A: Software-as-a-Service Terms and Conditions</b></p> <p style="padding-left: 80px;"><b>Exhibit 2 to Attachment A: Platform-as-a-Service Terms and Conditions</b></p> <p style="padding-left: 80px;"><b>Exhibit 3 to Attachment A: Infrastructure-as-a-Service Terms and Conditions</b></p> <p style="padding-left: 40px;"><b>Attachment B: Explanation Cloud Security Alliance Questionnaires</b></p>	



**Exhibit 1 to Attachment B: Consensus Assessments Initiative Questionnaire****Exhibit 2 to Attachment B: Cloud Controls Matrix****Attachment C: NIST Service Models****Attachment D: Scope of Services****Attachment E: Intent to Participate & State-specific terms and conditions****Attachment F: Intentionally Removed****Attachment G: Cost Proposal Form****Attachment H: Identification of Service Models**

This Request for Proposals (“RFP”), having been determined to be the appropriate procurement method to provide the best value to the State of Utah Division of Purchasing, is designed to provide interested Offerors with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data or information. Offerors are at liberty and are encouraged to expand upon the specifications to evidence capability to provide the cloud solutions requested in the RFP. The RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

## 2 GENERAL INFORMATION

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements and technical qualifications.

[Broadvoice has read and understood.](#)

### 2.1 PURPOSE

The State of Utah, Division of Purchasing (Lead State) is requesting proposals for cloud solutions in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified Offerors to provide services related to cloud solutions for all Participating Entities. The objective of this RFP is to obtain best value, and achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be ten (10) years with no renewal provisions; however, Contract Vendors must submit an annual certification that they are still compliant with the mandatory minimum requirements and technical specification of the RFP.

Each state, territory, and participating entity is unique in how they currently employ cloud solutions; some are utilizing cloud solutions to augment services that their technology departments provide to end users and some have not entered the realm of outsourcing technical solutions to cloud solutions providers. This cooperative procurement effort's objective is to provide states, territories, and their authorized political subdivisions with high quality cloud based service providers that have the ability to provide a menu of cloud solutions offerings that will ultimately increase the technology department's overall efficiency, reduce costs, improve

operational scalability, provide business continuity, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.

The resulting Master Agreement contract(s) will provide Participating Entities with access to technical capabilities that run in cloud environments and meet the NIST Essential Characteristics. Sub-categories in scope are the three NIST Service Models, Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

The awarded contracts will allow Participating Entities to choose cloud solutions that meet the following descriptions:

- Commercially available cloud computing services
- Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing
- Open to all deployment models (private, public, community or hybrid), vendors specify deployment models

[Broadvoice has read and understood.](#)

## 2.2 LEAD STATE

The State of Utah Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is CH16012. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

[Broadvoice has read and understood.](#)

## 2.3 DEFINITIONS

The following definitions apply to the RFP. **Attachment A** contains the definitions of terms used in the NASPO ValuePoint Master Agreement Terms and Conditions. **Attachment D**, the Scope of Services, contains the definitions for the Service Models, Deployment Models and the NIST Essential Characteristics.

**Contract Vendor** means the Offeror awarded a Master Agreement by the Lead State. The Contract Vendor is the party responsible for delivering the Offerings under the terms and conditions set forth in the Master Agreement.

**Eligible Users** means every agency, political subdivision, or nonprofit that has the statutory authority to purchase from state cooperative contracts established by a Participating Entity to qualify for the cloud solutions described in the RFP. The Participating Entity will have sole discretion to determine who qualifies as an Eligible User.

**Fulfillment Partner** means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Solutions under this Master Agreement and billing Customers directly for such Solutions. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any

additional terms and conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contract Vendor, as now or hereafter amended.

**Offeror** means the company or firm which submits a proposal in response to this Request for Proposal.

**Participating Addendum** means a written statement of agreement signed by the Contract Vendor and a Participating State or Participating Entity that clarifies the operation of the Master Agreement for the Participating Entity (e.g. ordering procedures specific to Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participating Entity's willingness to purchase and the Contract Vendor's willingness to provide Offerings under the terms and conditions of the Master Agreement with any and all exceptions noted and agreed upon.

**Participating State or Participating Entity** means States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**Purchasing Entity** means any end-user in a Participating State (or other Participating Entity) that is eligible to use the Master Agreement(s) through the Participating Addendum.

**Request for Proposals or RFP** means the entire solicitation document, including all parts, sections, exhibits, attachments, and amendments.

**Solutions or Offerings** means deployment models (e.g. private, public, community, or hybrid) or the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof), that most closely describes the Offeror's offering for the RFP.

**Subcontractor** means any organization, whether designated as a subcontractor, fulfillment partner, reseller, etc., that will assist an Offeror to provide an Offering if awarded a Master Agreement.

[Broadvoice has read and understood.](#)

## 2.4 NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments,

institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Broadvoice has read and understood.

## 2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in the RFP as potential participating entities on the resulting Master Agreement: **See Attachment E**. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Attachment E**, and/or may be incorporated into the Participating Addendum after award.

Additional States may be added with the consent of the awarded Contract Vendor and the Lead State (on behalf of NASPO ValuePoint) through execution of a Participating Addendum.

Broadvoice has read and understood.

## 2.6 ANTICIPATED USAGE

This is a new service for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. Usage will be dependent on the needs of each Participating Entity. No minimum or maximum level of sales volume is guaranteed or implied in awarded Master Agreements awarded under the RFP.

Broadvoice has read and understood.

## 2.7 TERMS AND CONDITIONS GOVERNING SOLICITATION AND RESULTING AGREEMENTS

### 2.7.1 Solicitation

The solicitation consists of the RFP document, including all Exhibits and Attachments listed on Bidsync.

### 2.7.2 Master Agreement

The Master Agreement(s) awarded from this RFP will consist of the negotiated Master Agreement Terms and Conditions, the relevant Scope of Services, the Offeror's Cost Proposal form, and the winning Offeror's Proposal as revised (if permitted) and accepted by the Lead State.

### 2.7.3 Participating Addenda

Participating Entities, including the State of Utah, may negotiate additional and/or different terms and conditions in a Participating Addendum, which will take precedence over the terms of the Master Agreement in the event of conflict. Participating Entities may not negotiate the addition of services not contemplated by this RFP.

Broadvoice has read and understood.

## 2.8 Contract Award

It is anticipated that the RFP will result in multiple contract awards established by the multiple

award methodology.

The multiple award methodology: All offerors that meet/exceed the technical minimum scoring thresholds and all solicitation minimum requirements will be eligible for award - subject to successful terms and conditions negotiations. Participating Entities and Eligible Users may base their “best value” selection of the offeror whose qualifications best meet their needs after reviewing qualifications outlined in the offeror’s proposal and considering other information in the solicitation process relevant to their determination of best value (such as the proposals and evaluations).

The awarded Master Agreement(s) may be modified as a result of technological upgrades for the procurement item(s). Any modification for upgraded technology must be substantially within the scope of the original procurement or contract, and if both parties agree to the modification, then the contract may be modified, but it may not extended beyond the term of the original awarded contract unless otherwise permitted by law. The awarded contract(s) may be modified for new technology related to the procurement item(s).

Open-Ended Procurement: Pursuant to Part 4 and 7 of the Utah Procurement Code, it is the intent of the RFP to be for ten years with recertification of the Contract Vendors on an annual basis, as required by Section 5.8. A Contract Vendor’s failure to recertify will result in the termination of its Master Agreement.

In addition, on a biennial basis the Lead State may re-issue a solicitation, using this RFP document, to solicit new vendors that can provide additional Cloud Solutions to Participating Entities and Purchasing Entities.

[Broadvoice has read and understood.](#)

## 2.9 Scope of Services

The Scope of Services is provided in **Attachment D**. To meet the requirements of many of the Participating Entities the Scope of Services was modeled after NIST, including any definitions, security controls, and mechanisms for implementation. Participating Entities may have to modify definitions and terms in order to comply with federal, state, and local laws, regulations, and guidelines. Proposals should demonstrate their compliance with the standards set forth in **Attachment D**.

[Broadvoice has read and understood.](#)

## 2.10 Choice of Law, Solicitation Jurisdiction, and Venue

The provisions of the RFP and all matters, including any dispute or protest, in regard to the RFP that occur prior to the full execution of any contract resulting from the RFP, shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the RFP or any matter related thereto prior to the full execution of the awarded contract(s). Venue for said dispute or protest shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. The provisions of the Utah Procurement Code, Title 63G, Chapter 6a, and Utah Administrative Code Rules R33 must be met in regard to any protest. The substantially successful party, including any intervening parties, shall be entitled to their reasonable attorney fees and costs being paid by the substantially

unsuccessful party(ies). This paragraph shall not supersede any provision related to a purchasing entity outside the State of Utah.

Broadvoice has read and understood.

#### **2.11 Other Value-Added Services**

Offerors may propose other Value-Added Services in their response. Such services from an awarded Offeror, if consistent with this Scope of Services, recommended by the Evaluation Team, and accepted by the Lead State, would be added to the final awarded contract.

Broadvoice has read and understood.

#### **2.12 Service Line Additions and Updates**

During the term of the Master Agreement(s), Offerors may submit a request to update the awarded Solutions as services are introduced or removed from the Offeror's offerings. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Offerors shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for services falling into the same service category.

Broadvoice has read and understood.

#### **2.13 Additional Sources**

In the best interest of the states involved, NASPO ValuePoint, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for these commodities during the contract term. Further, Participating States may have existing awards for commodities with the scope of the RFP.

Broadvoice has read and understood.

#### **2.14 NASPO ValuePoint eMarket Center**

The awarded cloud service contractors will not have any type of catalog within the eMarket Center, they will have Ordering Instructions. These instructions provide visibility to the contractor within the eMarket Center as well as provide information about the contractor and how to order directly from the contractor, outside of the eMarket Center.

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

Broadvoice has read and understood.

### 3 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

#### 3.1 QUESTION AND ANSWER PERIOD

The RFP is issued by the State of Utah Division of Purchasing via Bidsync. The Division of Purchasing is the only contact for this solicitation. Do not contact any other Participating Entity about the RFP.

All questions **MUST** be submitted through BIDSYNC (www.bidsync.com) during the designated time for questions (“Q&A period”) listed on Bidsync. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by the State through the BidSync system shall serve as the official and binding position of the State and will constitute an addendum to this RFP.

Questions, exceptions, or notification to the State of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP, **MUST** be submitted as a question through BidSync during the Q&A period.

Questions may be answered individually or may be compiled into one document. Questions may also be answered via addenda. An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addendums will be posted on BidSync. Offerors should periodically check BidSync for answered questions and addendums before the closing date. It is the responsibility of the Offerors to submit their proposal as required by this RFP, including any requirements contained in an answered question and/or addendums.

**Exceptions to scope/content of the RFP within an Offeror’s proposal that have not been previously addressed within the Q&A period of the procurement are not allowed and may result in the Offeror’s proposal being considered non-responsive.**

Broadvoice has read and understood.

#### 3.2 ADDENDUMS

Offerors are encouraged to periodically check BidSync for posted questions, answers and addendums. Offerors will not be notified by the Lead State or Bidsync for each addendum issued under the RFP.

Any modification to this procurement will be made by addendum issued by the Lead State. Addendums to the RFP may be made for the purpose of making changes to: the scope of work, the schedule, the qualification requirements, the criteria, the weighting, or other requirements of the RFP.

After the due date and time for submitting a proposal to the RFP, at the discretion of the Lead State, addenda to the RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that likely would have impacted the number of Offerors responding to the original publication of the RFP, in the



opinion of the Lead State.

Authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to the RFP which has as its basis any communications or information received from sources other than the RFP or related addenda may be considered non-responsive and be rejected at the sole discretion of the State.

Broadvoice has read and understood.

### 3.3 RESTRICTIONS ON COMMUNICATIONS

From the issue date of the RFP until the contract award(s), Offerors are prohibited from communications regarding the RFP with other Participating Entities EXCEPT the Lead State. Failure to comply with this requirement may result in disqualification.

Broadvoice has read and understood.

### 3.4 Exceptions to RFP and NASPO ValuePoint Master Agreement Terms and Conditions

Any contract resulting from this RFP will include the NASPO ValuePoint Master Agreement Terms and Conditions (Master Agreement Terms and Conditions), Attachment A, including Exhibits to Attachment A.

Exceptions and/or additions to the Master Agreement Terms and Conditions and other requirements of this RFP are strongly discouraged. Any exception and/or addition regarding the **Master Agreement Terms and Conditions** must be made in the Offeror's proposal. **The Lead State will not consider proposed modifications and/or additions to the Master Agreement Terms and Conditions after the deadline for proposals.** Exceptions and/or additions regarding the Master Agreement Terms and Conditions or other RFP provisions must contain the following:

1. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;
2. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;
3. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

Offerors may not submit requests for exceptions and/or additions by reference to an Offeror's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Master Agreement Terms and Conditions.

The Lead State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts; and to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel, including a Participating Entity.

For the RFP, the Lead State reserves the right to negotiate exceptions and/or additions to terms



and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the qualified Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed; however, all of the resulting Master Agreement(s) will terminate on the same date.

If negotiations are required, Offeror must provide all documents in **Microsoft Word format** for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

An award resulting from the RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror.

Broadvoice has read and understood.

### 3.5 PROPOSAL DUE DATE

Proposals must be received by the closing date and time as described on Bidsync. Proposals received after the deadline will not be accepted.

Broadvoice has read and understood.

### 3.6 CANCELLATION OF PROCUREMENT

The RFP may be canceled at any time prior to award of the Master Agreement(s), if the Lead State determines such action to be in the collective best interests of potential Participating States.

Broadvoice has read and understood.

### 3.7 GOVERNING LAWS AND REGULATIONS

The RFP is conducted by the Lead State, in accordance with its procurement code and applicable administrative rules, which can be found in Utah Code, Utah Administrative Code, and other policies, available at: <http://purchasing.utah.gov/>.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to the RFP, evaluation, and award shall be in Salt Lake County, Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in **Attachment A**.

Broadvoice has read and understood.

### 3.8 Intentionally Deleted.

### 3.9 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any Offering or combination of Offerings as specified in the solicitation or of any proposal.

Broadvoice has read and understood.

### 3.10 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Include a Table of Contents in the Proposal identifying the contents of each section, including page numbers of major sections. Proposals should follow the numerical order of the RFP

starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in the RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals; however, technical responses must focus on responding to the RFP and should not include preprinted advertising materials.

Broadvoice has read and understood.

### 3.11 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals may be submitted manually or electronically. **Proposals must be submitted as described in Section 3.10.**

#### 3.11.1 Electronically Submitted Proposals

Electronically submitted proposals must be submitted through Bidsync, the Lead State's eProcurement provider, at [www.bidsync.com](http://www.bidsync.com). When submitting through Bidsync, enter your "Total Cost" in Bidsync as "\$0," and **UPLOAD YOUR SEPARATE TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS**, including your signed State of Utah Signature Page.

Electronic proposals may require uploading of electronic attachments. BidSync will accept a wide variety of document types as attachments. However, the State is unable to view certain attachments. Therefore, **DO NOT** submit attachments that are embedded (zip files), movies, wmp, encrypted, or mp3 files. All attachments must be uploaded in BidSync as separate files. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format).

Be advised that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in Bidsync, which must be the same legal entity presented in your attached response materials. Your submission via Bidsync is your electronic signature, acknowledging the statements contained in the State of Utah Signature Page.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the Lead State will print uploaded documents for evaluation in the manner received via Bidsync.

#### 3.11.2 Manually Submitted Proposals

Manually submitted proposals must be addressed to the RFP Lead and must be sealed and identified as "**CH16012 – Cloud Solutions.**" The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response

materials within a larger package).

The Technical portion of the Proposal must be clearly marked “TECHNICAL PROPOSAL – CH16012 - Cloud solutions.”

Each proposal must be submitted in one (1) original with eight (8) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

Offeror should allow sufficient time for delivery of hardcopy proposals. Proposals sent overnight, but not received by the deadline time will not be accepted. When submitting a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), Offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal being late. All proposals received by physical delivery will be date and time stamped by the Lead State.

If your proposal, whether electronically or manually submitted, contains proprietary or confidential information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word “redacted” in the file name) with all proprietary or confidential information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 3.11, below) of all trade secret information which was removed or blacked out in the redacted copy.

3.11.3 Cost proposal will be evaluated independently from the technical proposal, pursuant to Utah Code Annotated (UCA) § 63G-6-707(5), and as such, must be submitted separate from the technical proposal. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive and ineligible for contract award. The Cost Proposal must be separately sealed and identified as **“Cost Proposal –CH16012 Cloud solutions.”**

Broadvoice has read and understood.

### 3.12 SUBMISSION OF PROPOSAL

By submitting a proposal to the RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in the RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of the RFP, excluding the Master Agreement Terms and Conditions contained in Attachment A, including the Exhibits to Attachment A, must be addressed within the Q&A period. The Offeror further acknowledges that it has read the RFP, along with the Exhibits, Attachments, and any attached or referenced documents, including the General Provisions.

All Proposals must be submitted in the following format. Offerors should title each document

with the names listed below. Proposals may be submitted as one document with a separately attached Cost Proposal form or as individual documents. If an Offeror submits a redacted version of a document it should clearly label the document as redacted. Detailed information on submitting each of these sections is contained later sections of this RFP.

1. **Section Title: RFP Signature Page.** The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.
2. **Section Title: Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.
3. **Section Title: Mandatory Minimums:** This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.
4. **Section Title: Business Profile:** This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.
5. **Section Title: Organization Profile:** This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.
6. **Section Title: Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
  - A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

7. **Section Title: Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected

Information section.

If there is no protected information, write “None” in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

8. **Section Title: Exceptions and/or Additions to the Standard Terms and Conditions.** Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror’s terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.

If there are no exceptions or additions to the Master Agreement Terms and Conditions, write “None” in this section.

9. **Section Title: Cost Proposal.** Cost Proposals will be evaluated independently from the technical proposal. Offeror’s cost proposal must include the items discussed in Section 9 of the RFP.

Cost will be evaluated independently from the Mandatory Minimum Requirements, and the Technical responses. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed by the Lead State or NASPO ValuePoint.

Broadvoice has read and understood.

### 3.13 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

*the following records are protected if properly classified by a government entity:*

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
  - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
  - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
  - (c) the person submitting the information has provided the governmental entity with the*

information specified in UCA § 63G-2-309;

\* \* \* \* \*

*(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties, ...*

**Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.**

**Process for Requesting Non-Disclosure:** Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of the record. The redacted copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality Form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

**An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”, and if so identified, shall be considered non-responsive unless the Offeror removes the designation.**

**Redacted Copy:** If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

The Lead State and NASPO ValuePoint are not liable or responsible for the disclosure of any confidential or proprietary information if the Offeror fails to follow the instructions of this section.

[Broadvoice has read and understood.](#)

### **3.14 ERRORS IN PROPOSALS**

Pursuant to UAC R33-7-403, the following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the chief procurement officer or head of a procurement unit with independent procurement authority.

- (1) Mistakes attributed to an offeror's error in judgment may not be corrected.
- (2) Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the error maintains the fair treatment of other offerors.

(a) Examples include:

- (i) missing signatures;
- (ii) missing acknowledgement of an addendum;
- (iii) missing copies of professional licenses, bonds, or insurance certificates, provided that copies are submitted by the deadline established by the chief procurement officer or head of a procurement unit with independent procurement authority to correct this mistake;
- (iv) typographical errors;
- (v) mathematical errors not affecting the total proposed price; or
- (vi) other errors deemed by the chief procurement officer or head of a procurement unit with independent procurement authority to be immaterial or inconsequential in nature.

- (3) Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the chief procurement officer or head of a procurement unit with independent procurement authority and the attorney general's office or other applicable legal counsel, it is determined that the correction of the error does not violate the requirements of the Utah Procurement Code or applicable administrative rules.

Broadvoice has read and understood.

### 3.15 E-RATE

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

In order to participate in E-Rate Offerors must appear on the USAC website as those who have a Service Provider Identification Number or "SPIN."

The Broadvoice SPIN number for E-RATE is 143040796

## 4 EVALUATION AND AWARD

### 4.1 INITIAL REVIEW OF PROPOSALS

4.1.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

4.1.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on



compliance with those requirements listed in the RFP with an **(M)**, **(ME)**, or **(E)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in this section.

(M) means that the requirement is mandatory and a proposal must contain a response to that requirement; however, the proposal response is not evaluated. This is a pass/fail requirement as described in 4.3.1. The majority of these responses will require that the Offeror warrant or represent that it meets a certain requirement<sup>1</sup>. Offerors are encouraged to demonstrate compliance with a mandatory minimum and to demonstrate that they meet or exceed to the requirement.

(ME) means that the requirement is both mandatory, as mentioned above will be reviewed in 4.3.1, and the proposal response will be evaluated and given a score under 4.3.2. If an Offeror's proposal does not address the requirement then it will fail and therefore be disqualified.

(E) means that the proposal response will be evaluated as described in 4.3.2.

Broadvoice has read and understood.

#### 4.2 RIGHT TO WAIVE MINOR IRREGULARITIES

The State of Utah Chief Procurement Officer reserves the right to waive minor informalities as well as minor deviations. The Lead State also reserves the right to seek clarification on any proposal response.

Broadvoice has read and understood.

#### 4.3 EVALUATION PROCESS

In responding to this RFP, Offerors must identify and describe all of the Solutions that are contained in their proposals.

4.3.1 In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Mandatory and scored on a pass/fail basis. A "Fail" will result in a proposal being deemed non-responsive and, therefore, will be disqualified. Failure to provide a response to each Mandatory requirement where indicated will result in disqualification.

Non-responsive proposals not conforming to the RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration. The Offerors that meet the requirements and meet the mandatory minimum requirements will move on to the technical evaluation of their proposals.

<u>Mandatory Minimum Requirements</u>	<u>RFP Section</u>	<u>Pass/Fail</u>
Signature Page	5.1	Pass/Fail
Cover Letter	5.2	Pass/Fail
Acknowledgement of Amendments	5.3	Pass/Fail
Executive Summary	5.4	Pass/Fail
General Requirements	5.5	Pass/Fail
Re-Certification	5.7	Pass/Fail

<sup>1</sup> The Lead State reserves the right to verify that an Offeror's proposal meets the mandatory requirement.



Business Profile	6.1	Pass/Fail
Scope of Experience	6.2	Pass/Fail
Financials	6.3	Pass/Fail
Contract Manager	7.1	Pass/Fail
Cost Proposal Submitted	9.1	Pass/Fail

- 4.3.2 Evaluation of the Proposals will be evaluated and scored by an Evaluation Committee. It is anticipated that several Evaluation Committees will be established in order to evaluate all of the proposals in a reasonable amount of time. Proposals will be scored on the following evaluation criteria:

<u>Evaluation Criteria</u>	<u>RFP Section</u>	<u>Points Possible</u>
<b>BUSINESS INFORMATION</b>	<b>6</b>	
Business Profile	6.1	25.0
Scope of Experience	6.2	25.0
General Information	6.4	25.0
Billing and Pricing Practices	6.5	25.0
Scope and Variety of Cloud Solutions	6.6	25.0
Best Practices	6.7	25.0
<b>ORGANIZATION AND STAFFING</b>	<b>7</b>	
Contract Manager	7.1	25.0
<b>TECHNICAL REQUIREMENTS</b>	<b>8</b>	
Technical Requirements	8.1	50.0
Subcontractors	8.2	50.0
Working with Purchasing Entities	8.3	50.0
Customer Service	8.4	50.0
Security of Information	8.5	50.0
Privacy and Security	8.6	50.0
Migration and Redeployment Plan	8.7	50.0
Service or Data Recovery	8.8	50.0
Data Protection	8.9	50.0
Service Level Agreements	8.10	50.0
Data Disposal	8.11	50.0
Performance Measures and Reporting	8.12	50.0
Cloud Security Alliance	8.13	50.0
Service Provisioning	8.14	50.0
Back up and Disaster Plan	8.15	50.0
Solution Administration	8.16	50.0
Hosting and Provisioning	8.17	50.0
Trial and Testing Periods	8.18	50.0
Integration and Customization	8.19	50.0
Marketing Plan	8.20.	50.0
Value-Added Services	8.21	50.0
Supporting Infrastructure	8.22	50.0
Alignment of Cloud Computing	8.23	50.0

Offerors must receive a minimum score of seventy percent (70%) of the total possible points in order to continue to the scoring the cost proposals. Offerors with a score of less than seventy percent (70%) of the total possible points will be deemed non-responsive and ineligible for further consideration. If an Offeror demonstrates that an evaluation criteria is not applicable to its Offering then those points will be deducted from that Offerors total possible points. *For example if an Offeror demonstrates that the evaluation criteria for Privacy and Security in Section 8.6 of this RFP is not applicable to its proposal then 50 points will be removed from that Offeror's total possible points (from 1325 to 1275).* **The Lead State reserves the right to determine whether an evaluation criteria applies to a proposal.**

Offerors that achieve minimum score threshold of seventy percent (70%) of the total possible points, will proceed to the Cost Proposal Evaluation. The evaluation score sheet has been attached to this RFP. The attached evaluation score sheet states the relative weight that will be given to each evaluation criteria.

Each committee member shall independently read and score each proposal based on the technical non-price criteria set forth in the RFP to assess the completeness, quality, and desirability of each proposal. The Evaluation Committee will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores. Each proposal will be evaluated and scored by at least three evaluation committee members.

To clarify, an Offeror's Cloud Solutions (SaaS, IaaS, or PaaS) are not being tested or demonstrated during the technical response; proposals are only being evaluated by the criteria described in the RFP. However, Purchasing Entities in making a "best value" determination may request a test or demonstration of an Offeror's Solution. *To help in the evaluation process Offerors should not include sales brochures as part of their proposals.*

- 4.3.3 Cost Proposals will be opened only after Evaluation of Proposals has been completed. Offerors that provide a price schedule with a minimum discount from its Cloud Solutions will receive 152.8 points. If an Offeror fails to provide a discount or a price schedule as required by Section 9.1 its proposal will be disqualified.

Broadvoice has read and understood.

#### 4.4 AWARD OF MASTER AGREEMENT(S)

Award shall be made to the responsive responsible Offeror(s) whose proposal(s) receive the minimum point thresholds and provides a Cost Proposal form as described in Section 4.3.3. The Lead State anticipates awarding multiple Master Agreements. The award of Master Agreement(s) will be made without regard to any preference for Utah suppliers. Participating Entities, including the State of Utah, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contract Vendor to which a Master Agreement has been awarded.

Broadvoice has read and understood.

**4.5 NOTICE OF INTENT TO AWARD**

After final selections are made, the Lead State will issue an intent-to-award announcement by letter to all responsive Offerors.

Broadvoice has read and understood.

**4.6 PROTEST PROCESSES**

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at <http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> and <http://www.rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

Broadvoice has read and understood.

**4.7 PUBLICIZING AWARD(S)**

The Lead State shall, on the next business day after the award of a contract(s) is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the offeror to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each offeror to which the contract is not awarded, without identifying which offeror received which score.

Broadvoice has read and understood.

## 5 Mandatory Minimum Requirements

If applicable to an Offeror's Solution, an Offeror must provide a point by point responses to each mandatory minimum requirement. If a mandatory minimum requirement is not applicable to an Offeror's Solution then the Offeror must explain why the mandatory minimum requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

Broadvoice has read and understood.

### 5.1 (M) SIGNATURE PAGE

Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the Offeror's proposal.

Broadvoice has read and understood.

### 5.2 (M) COVER LETTER

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

- 5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
- 5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.
- 5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
- 5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.
- 5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See **Attachment C** for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, **Attachment D**. *Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.*
- 5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See **Attachment D** and **Attachment H**.

Broadvoice has read and understood and has included these statements within the cover letter.

### 5.3 (M) Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

Broadvoice has read and understood. Please see signed acknowledgement below.

#### ACKNOWLEDGEMENT OF AMENDMENTS TO RFP (SOLICITATION CH16012)

This attachment represents that the Offeror has read, reviewed, and understands the totality of Solicitation CH16012, including the final RFP document posted on February 10, 2016.

By signing below, the Offeror attest to reviewing the documents listed above.

\_\_\_\_\_  
Offeror

\_\_\_\_\_  
Representative Signature

BROADVOICE

## 5.4 (M) Executive Summary

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

When the first telephone was patented over 140 years ago, it ushered in a new era of business communications. Both public and private entities have used traditional "legacy" phone systems in much the same way for most of that time. Only in the last ten years have we seen a new era of communications, through the use of cloud based Voice over IP ("VoIP") services. This revolution has seen efficiencies increase exponentially, while costs for such services plummeted. In an era of increasingly tight state budgets, this cost savings could not have come at a better time.

Broadvoice has been providing cloud based voice solutions to public and private entities, large and small, across North America for over ten years. Every office requires telephones to communicate internally and externally. Our objective is simple; bring value to our customers by providing a future-proof and scalable communications system, and reduce their monthly costs for such services. Purchasing entities will usually fall within two basic scenarios:

Scenario 1: As offices outgrow or outdate their legacy premise-based PBX, they are faced with the difficult questions when replacing it. Will the next system have all the advanced features that the office requires? How will we pay for this major capital expenditure? The Broadvoice Cloud PBX provides all of the advanced features of the high end phone systems, and with no major capex spend. New state-of-the-art IP phones are installed at each desk, and phone systems are managed by the entity themselves, not a 3rd party "phone guy" contractor. With unlimited calling, the monthly service is affordable and predictable.

Scenario 2: Some offices have invested in a premised-based phone system they are satisfied with. To those customers, Broadvoice provides a reliable Sip Trunking solution that reduce their monthly telecom cost, and allows them the flexibility to scale up or down at a moment's notice. With unlimited calling, the office has reduced their monthly spend, they have an affordable and predictable telecommunications expense each month, and they can add capacity within minutes with a simple phone call.

Depending on the need of the entity, additional features can be layered on, such as Unified Communications, Call Recording, Voicemail-to-Email, Voicemail Transcription, and many more.

Reliability, scalability, and service have been the hallmarks of Broadvoice, and the foundation of our strong growth over the years. When Texas College needed to turn up 250 phones within two weeks, Broadvoice delivered on-time, and was able to train all personnel on-site the same day it was installed. Broadvoice dedicates a team of agents and engineers and project managers to handhold the purchaser through each step of the process, from quote to installation to training, and even does a first 30 day review with each customer. With the Broadvoice geo-redundant network across the US, state-purchasing entities will always be within reach of a reliable, affordable communications solution.

## 5.5 (M) GENERAL REQUIREMENTS

- 5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Broadvoice agrees that if it is awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

- 5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Broadvoice agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

- 5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment<sup>2</sup>. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), **Exhibit 1 to Attachment B**, or submit a report documenting compliance with Cloud Controls Matrix (CCM), **Exhibit 2 to Attachment B**. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.

Broadvoice is in compliance with Level 1 CSA STAR Registry Self-Assessment.

See attachments:

(Attachment B - Cloud Security Alliance Questionnaires.pdf)

(Exhibit 1 to Attachment B - CAIQ v3.0.1-09-16-2014.xlsx)

- 5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement<sup>3</sup>, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Broadvoice Service Level Agreement attached. (Attachment J - Broadvoice SLA.pdf)

## 5.7 RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS

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<sup>2</sup> CSA STAR Self-Assessment documents the security controls provided by an Offeror's offerings, thereby helping Purchasing Entities assess the security of an Offeror, if awarded a Master Agreement, they currently use or are considering using.

<sup>3</sup> SLAs can vary depending on the cloud service being procured as well as the individual ordering activity, and the Lead State does not expect to require a single SLA to all cloud solutions being proposed under the RFP. Additionally, by submitting a sample the Lead State does not agree to its terms and you understand that a Purchasing Entity may revise the SLA to conform to the requirements of its laws.

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Broadvoice agrees to annually re-certify with the Lead State that it still meets or exceeds the technical capabilities discussed within the proposal.

## Business Profile

### 6 BUSINESS INFORMATION

#### 6.1 (M)(E) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. **Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.**

Broadvoice (Quality Speaks LLC, dba Broadvoice) has been in business since 2007 within the Cloud Based voice services market. A privately held company headquartered in Northridge, CA, its 145 employees across ten states helps service over 200,000 customers in North America. A strong company culture focused on both personal and corporate growth has allowed Broadvoice to have one of the highest employee retention rates in an industry notorious for churn. The average Broadvoice employee has over three years experience with the company, while management has over nine years with us. The company has seen 167% growth over the last three years, and continues to see strong organic growth across all channels.

#### 6.2 (M)(E) SCOPE OF EXPERIENCE

**Describe in detail** the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

Broadvoice has extensive experience with handling large scale contracts. Customers range from large universities, Fortune 500 companies, and public municipalities. Below is a sample of large contracts from the last two years:

Outerwall (formerly Coinstar): 18,000 locations worldwide, contract value \$1,296,000

Texas College: 250 phones, contract value \$180,000

EDCSPIN: Non-profit with multiple connected offices, contract value \$210,000

Hopkins Roden Crockett: Headquarters, contract value \$205,000



**6.3 (M) FINANCIALS**

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Broadvoice has been in business since 2007 within the Cloud Based voice services market.  
 Broadvoice has Dun & Bradstreet composite rating of 4A3  
 Dun & Bradstreet Number: 07-874-1419

Broadvoice is a dba of Quality Speaks, LLC which is a wholly owned subsidiary of Teutonic Holdings LLC.

**6.4 (E) GENERAL INFORMATION**

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

Broadvoice has been providing cloud based voice solutions to public and private entities, large and small, across North America for over ten years. Every office requires telephones to communicate internally and externally. Our objective is simple; bring value to our customers by providing a future-proof and scalable communications system, and reduce their monthly costs for such services.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Broadvoice's third party data center facilities in the United States are SSAE 16 SOC1 (previously SAS-70) certified.

**6.5 (E) BILLING AND PRICING PRACTICES**

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

Broadvoice provides a clear and concise quote with all services and taxes during the pre-sale process. Once a Purchasing Entity signs up, they choose to be billed by Credit Card or on Net billing terms. Invoices are sent monthly and break down the monthly charges. A Broadvoice Project Manager sets up an appointment with the customer at the first invoice generation to walk the customer through the invoice and ensure all charges meets their expectations.

- 6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

Customer needs to verify that they have the necessary bandwidth available to run services. If the customer does not have the necessary bandwidth they will need to increase their bandwidth with their internet provider to support the product. Additional costs if requested by the Purchasing Entity would Rush, Expedited and if an onsite tech is needed.

- 6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

The Broadvoice Unified Communications, Cloud PBX and SIP Trunking services fall within the NIST Cloud Computing Reference Architecture as Software as a Service. Specifically, the service offered fall into the NIST sub-categories of “Collaboration” and “Meeting Planning, hosting, conferencing”.

## 6.6 (E) SCOPE AND VARIETY OF CLOUD SOLUTIONS

Specify the scope and variety of the Solutions you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services and deployment models that you offer.

Broadvoice's services fall under the SaaS category. The three main services are: Cloud PBX, including Cloud Faxing, Call Recording, Conferencing, Toll Free Numbers, Call Center Solutions, and Local and Long Distance calling.

SIP Trunking, including on-demand scalability, Local and Long Distance calling

Unified Communications as a Service, including Cloud Voice and Video, Mobile voice and messaging, Email, Messaging, Presence and Collaboration

## 6.7 (E) BEST PRACTICES

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Broadvoice adopts a defense-in-depth approach applying multiple best-of-breed solutions to insulate our service delivery platforms and customer experience against interruption and compromise. Our industry leading fraud detection and mitigation system protects customers from damaging telecom fraud using advanced heuristics. Broadvoice is also a contributing member to the CFCA (Control Fraud Communications Association) and frequently works with other telecom providers and vendors to advance the state of security and fraud mitigation industry-wide.

## Organizational Profile

### 7 ORGANIZATION AND STAFFING

#### 7.1 (ME) CONTRACT MANAGER

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. **The Contract Manager must have experience managing contracts for cloud solutions.**

- 7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Contract Administrator:

Maggie Osztreicher

(800) 795-7989 Available (Monday-Friday) between the hours 9AM-5PM Pacific Time

Email: NASPO@broadvoice.com

- 7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.**

Maggie Osztreicher has over 9+ years expertise and success in building and managing business operations, contracts and leading large scale projects in VoIP, Cloud and SIP Solutions, from inception to successful completion. For further details please see (Attachment\_I\_Broadvoice\_Contract\_Manager\_Resume.pdf)

- 7.1.3 **Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

Our Contract manager will act as the single point of contact for all communications between NASPO and all participating state procurement offices.

The contract manager will assign a Contract administrator to be responsible for all reporting that needs to be done and makes sure all administration fees get paid to all appropriate parties, including NASPO. We will set up regular communications with NASPO on an as needed basis.

The Contract manager will work closely with our Public sector business development team to engage with the participating States.

## Technical Response

### 8 TECHNICAL REQUIREMENTS

If applicable to an Offeror's Solution, an Offeror must provide a point by point responses to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's Solution then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

#### 8.1 (M)(E) TECHNICAL REQUIREMENTS

- 8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See **Attachment D**.

Broadvoice is a Cloud Based Service Provider of voice services, and as such is considered a SaaS service model with Low Impact Data, as defined by FIPS PUB 199.

- 8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:

8.1.2.1 NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

A Purchasing Entity or customer can provision and/or modify additional lines, phones, and features through the Broadvoice web portal. The portal allows multiple levels of access from "Admin" level to "User" level, with varying permissions.

8.1.2.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

The Broadvoice web portal can be accessed over the internet using any standard web browser such as Internet Explorer, Chrome, Firefox, or Safari. It is not OS or platform dependent, and can be equally accessed from a PC, a Mac, tablet or mobile device.

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

Customers are built in a virtual Business Group container on the Broadvoice platform. As such, this container is replicated across geo-redundant data centers. The customer is not aware of the physical location, however the replication provides for a reliable service delivery.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

The Broadvoice platform provides an elastic scalability, and allows the customer to scale up or down their voice capacity depending on their needs. The Broadvoice platform is never provisioned at more than 50% capacity, allowing for rapid elasticity for individual customers.

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

In most cases, Broadvoice provides an unlimited calling service for customers in North America. However, Call Billing Records are available for viewing and export via the Broadvoice Web Portal. Usage-based calling, such as international calling and the charges associated, is available in real-time via the web portal as well.

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

The solution Broadvoice is offering is standard for the entire category and would be the same across any potential subcategories, such as education SaaS offering or e-procurement SaaS offering.

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of **Attachments C & D**.

Broadvoice is in compliance and will continue to be in compliance with all requirements outlined in Attachments C & D.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in **Attachment D**.

Broadvoice is a Cloud Based Service Provider of voice services, and as such is considered a SaaS service model with Low Impact Data, as defined by FIPS PUB 199. Broadvoice normally deploys in a Public cloud method. However, customers can choose a Hybrid or Community cloud deployment method in some cases.

## 8.2 (E) SUBCONTRACTORS

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Broadvoice intends to provide all cloud solutions directly, without the use of subcontractors. The company maintains a highly trained pool of engineering, sales, and installation talent. Much of this is spread across the US, and can be quickly deployed to a customer site.

In rare instances, some customers may opt to have a Broadvoice employee “embedded” on-site for a number of days or weeks post-implementation to provide further training and consultation. This option is available and can be negotiated pre-implementation.

- 8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

Not Applicable.

- 8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Not Applicable.

### 8.3 (E) WORKING WITH PURCHASING ENTITIES

- 8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:
- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
  - Response times;
  - Processes and timelines;
  - Methods of communication and assistance; and
  - Other information vital to understanding the service you provide.

Broadvoice is PCI DSS SAQ D Compliant and follows such policies and notifications should a data breach occur. Monthly penetration tests are conducted by Trustwave an industry leader in vulnerability and network security compliance. These compliant reports are filed quarterly. Although Broadvoice is classified as a Low Impact Data, as defined by FIPS PUB 199, should a data breach occur, Broadvoice Security Engineers are immediately involved in detection, securing the network, and providing forensic data to determine the scope of any breach. The Security Engineers report directly to the CTO and CEO. The Contract Manager will be the point person for notifying the Purchasing Entity during and after a breach with information on what was breached and steps to remediate. If data breach occurs, Broadvoice will send written notification to the affected customers within 24 hours. Within seven business days the contract manager will contact the Purchasing Entity with further details regarding the breach and steps that have been taken to close the breach and security measures to lock the account.

- 8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Broadvoice and its agents do not participate or engage in any adware or marketing software.

- 8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

Broadvoice evaluates and tests everything in a “sandbox” lab environment that replicates production before it is placed within a production environment.

- 8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

Broadvoice will comply with the Americans with Disability Act and work with the Participating Entity if any adjustments need to be made.

- 8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

Broadvoice features are accessible via the web using the latest browsers such as Internet Explorer, Chrome, Firefox and Safari.

- 8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Broadvoice will conduct an initial kick-off meeting with the Purchasing Entity, including the Broadvoice (Engineering, Billing, and Sales) teams to determine the specific needs. Also, during this initial meeting we will make any necessary adjustments as per the request of the Purchasing Entity.

- 8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Broadvoice will communicate expectations with the customer and set timelines. Broadvoice emulates ITIL processes and procedures.



#### 8.4 (E) CUSTOMER SERVICE

8.4.1 Offeror must describe how it ensures excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

Broadvoice customer service is monitored daily by both dedicated QA staff and managers. All call center calls are recorded for quality assurance. Calls are regularly reviewed, as well as chat logs and email correspondence. Every interaction with a customer generates a ticket. At the closure of each ticket, a survey is sent to the customer asking them to rate their experience. Broadvoice agents are continuously trained and tested on both product knowledge and customer service skills.

Upon completion of deployment, the customer is given a contact form with escalations for each relevant department (Sales, Billing, Support). When speaking with an agent, at any time a customer may request to be escalated to a supervisor, and that request will not be denied for any reason.

Additionally, the Broadvoice Service Level Agreement is attached to this proposal for further review. (Attachment J - Broadvoice SLA.pdf)

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

- a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

Broadvoice will comply to this customer service requirement and will have one lead representative for each entity that executes a Participating Addendum. Broadvoice will keep this contact information current.

- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

Broadvoice will comply with this customer service requirement and will have Customer Service Representatives available by phone or email, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

- c. Customer Service Representative will respond to inquiries within one business day.

Broadvoice will comply with this customer service requirement and will respond to inquiries within one business day.

- d. You must provide design services for the applicable categories.

Broadvoice will comply with this customer service requirement and will provide design services for the applicable categories that are specific to our offerings.



- e. You must provide Installation Services for the applicable categories.

Broadvoice will comply with this customer service requirement and provide installation services for the applicable categories that are specific to our offerings.

## **8.5 (E) SECURITY OF INFORMATION**

- 8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Sensitive data is protected in accordance with PCI DSS Compliance guidelines. All sensitive data in transit and at rest is encrypted and secured.

Broadvoice contracts with a licensed mobile e-waste vendor for the safe destruction of data when retiring or replacing hardware. Broadvoice pays for the vendor to come on-site and shred the hard drives and other data-centric hardware and can certify their destruction.

As a cloud based voice service, there is only a finite amount of data to migrate at the closing down of service. This mostly revolves around the specific phone numbers, and whether or not the customer needs to migrate those to a new service. Broadvoice will work with the Participating Entities assist in migrating this data within their needs.

- 8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Broadvoice maintains a strict Privacy Policy, whereas no customer information is ever re-sold or delivered to an affiliated 3<sup>rd</sup> party without the express written consent of the customer. Customer call records are considered private and never used for the purposes of marketing additional services, without the consent of the customer.

Furthermore, Broadvoice falls under the Federal Communications Commission regulations for Customer Proprietary Network Information (CPNI). CPNI is a set of mandatory guidelines for telecommunications providers on protecting customer data. All employees must use a thorough verification procedure to ensure customer account information is only released to authorized parties.

Broadvoice is PCI DSS SAQ D Compliant and follows such policies and notifications should a data breach occur. Monthly penetration tests are conducted by Trustwave an industry leader in vulnerability and network security compliance. These compliant reports are filed quarterly.

- 8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Broadvoice maintains a strict Privacy Policy, whereas no customer information is ever re-sold or delivered to an affiliated 3<sup>rd</sup> party without the express written consent of the customer. Customer call records are considered private and never used for the purposes of marketing additional services, without the consent of the customer.

Furthermore, Broadvoice falls under the Federal Communications Commission regulations for Customer Proprietary Network Information (CPNI). CPNI is a set of mandatory guidelines for

telecommunications providers on protecting customer data. All employees must use a thorough verification procedure to ensure customer account information is only released to authorized parties.

## 8.6 (E) PRIVACY AND SECURITY

- 8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in **Attachment D**, including supporting the different types of data that you may receive.

Broadvoice is a Cloud Based Service Provider of voice services, and as such is considered a SaaS service model with Low Impact Data, as defined by FIPS PUB 199. If a Purchasing Entity is in need or requires us to receive different types of data we will work with them to fulfill their requirements.

- 8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

Broadvoice currently holds the following certifications and standards:

HIPAA Compliant  
 PCI DSS SAQ D Compliant  
 Level 1 CSA STAR (CAIQ) Self-Assessment certified through the Cloud Security Alliance

- 8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

All sensitive data in transit is encrypted using SSL Certificates 256bit encryption with 2048bit signatures.

All sensitive data at rest is encrypted and secured in a SOC2 and PCI certified secure datacenter.

Biometrics security measures are in place for our engineering team that has access to the secure data center collocation facilities and Broadvoice logs of all of the users' access to sensitive data and sites.

- 8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

Broadvoice maintains data confidentially and all sensitive data is encrypted both in transit and at rest. All credit card data is masked from regular billing and customer support agents. Security log files are tracked for the billing agents and customer service agents that have access to sensitive data.

Broadvoice has various security controls in place (IPS/IDS, firewalls, load balancers) in its network as well as within its hardware policies. User access levels are strictly monitored and

accounted for and elements are centrally logged and reviewed by both automated and manual processes. All network element authentication is centrally logged. Broadvoice periodically reviews and audits the permission levels for all users.

Furthermore, Broadvoice falls under the Federal Communications Commission regulations for Customer Proprietary Network Information (CPNI). CPNI is a set of mandatory guidelines for telecommunications providers on protecting customer data. All employees must use a thorough verification procedure to ensure customer account information is only released to authorized parties.

- 8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

Broadvoice is PCI DSS SAQ D Compliant (Cert Number: 51BF-769C-AEE2-6AAD). Monthly penetration tests are conducted by Trustwave an industry leader in vulnerability and network security compliance. These compliance reports are filed quarterly.

Broadvoice is HIPAA Compliant. The evaluation and assessment of compliance of systems, policies and procedures was conducted by a 3rd party company, InGauge Healthcare Solutions.

Broadvoice is Level 1 CSA STAR (CAIQ) Self-Assessment certified by the Cloud Security Alliance.

- 8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

All network and switching elements are centrally logged and reviewed by both automated and manual processes. All network element authentication is centrally logged. Broadvoice periodically audits the logging protocols to verify they meet industry standard security certifications. Call Billing Records are logged (for exact fields please consult the user portal for the appropriate product).

- 8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Access levels can be restricted by assigning entities with either admin or user level rights.

- 8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

In the case of planned maintenance we will supply a window of the planned work and any anticipated impact scope to the customers designated point of contact.

In the case of an unplanned network event, we will communicate to the customers designated point of contact a scope of impact at the earliest possibility, a notification of the end of the event and a RCA if appropriate.

In the case of telecom fraud events the customers designated point of contact will receive notification from our Abuse team regarding the event and any remediation actions taken, as well as action required by the customer.

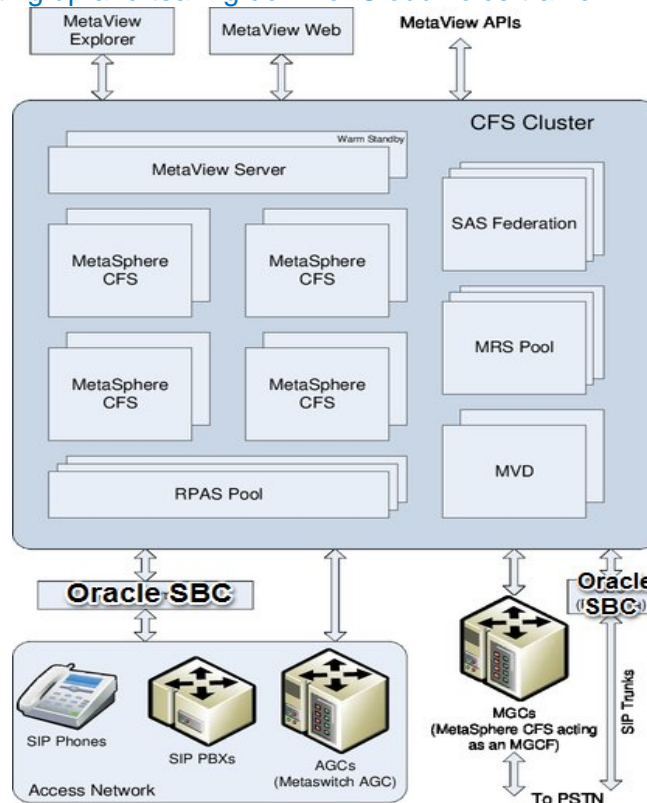
Also, Broadvoice will make any necessary adjustments as per the request of the Purchasing Entity.

- 8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

Broadvoice has a fully geo-redundant network that has various security controls in place (IPS/IDS, firewalls, load balancers) as well as physical zones (data centers on both the east and west coast) and should an issue arise each site is capable of serving our entire customer base.

- 8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

Broadvoice follows the Security Technical Reference Architecture framework as shown below. All Cloud voice traffic that traverses the network will pass through a (SBC) Session Border Controller that allows Broadvoice to maintain security over the signaling and media streams that are required in the setting up and tearing down of Cloud voice traffic.



- 8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

All employees that are hired must fill out an in-depth application and complete a rigorous interview process. Background checks and drug testing may be mandatory for certain employees, depending on the security level of the job.

All credit card data is masked from regular billing and customer support agents. Security log files are tracked for the billing agents and customer service agents that have access to sensitive data.

Biometrics security measures are in place for our engineering team that has access to the data center collocation facilities, and Broadvoice logs of all of the users' access to sensitive data and sites.

- 8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

All sensitive data in transit is encrypted using SSL Certificates 256bit encryption with 2048bit signatures.

All sensitive data at rest is encrypted and secured in a SOC2 and PCI certified secure datacenter.

- 8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

Broadvoice is PCI DSS SAQ D Compliant and follows such policies and notifications should a data breach occur. Monthly penetration tests are conducted by Trustwave an industry leader in vulnerability and network security compliance. These compliant reports are filed quarterly.

## **8.7 (E) MIGRATION AND REDEPLOYMENT PLAN**

- 8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

As a cloud based voice service, there is only a finite amount of data to migrate at the closing down of service. This mostly revolves around the specific phone numbers, and whether or not the customer needs to migrate those to a new service. This process is called Local Number Portability (LNP). LNP is a mature process, governed by the FCC, that happens millions of times per day. The LNP process is explicitly a "pull" system, meaning the new service provider, with customer approval, can "pull" the telephone numbers from the old provider. It is explicitly illegal for a service provider to block an approved transfer of a telephone number to another provider.

- 8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

As a cloud based voice service, there is only a finite amount of data to migrate at the closing down of service. This mostly revolves around the specific phone numbers, and whether or not the customer needs to migrate those to a new service. This process is called Local Number Portability (LNP). LNP is a mature process, governed by the FCC, that happens millions of times per day. The LNP process is explicitly a “pull” system, meaning the new service provider, with customer approval, can “pull” the telephone numbers from the old provider. It is explicitly illegal for a service provider to block an approved transfer of a telephone number to another provider.

## **8.8 (E) SERVICE OR DATA RECOVERY**

- 8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

- a. Extended downtime.

Due to Broadvoice’s fully geo-redundant network, no extended downtime is anticipated. However, contingency plans include forwarding customers numbers to an alternate number, such as a cell phone, alternate land line, etc. Customer could then file a Service Level Agreement (SLA) claim for credit, following the SLA procedure included in this proposal.

- b. Suffers an unrecoverable loss of data.

Broadvoice has multiple levels of backup and archives, both on-site and off-site, across geo-redundant data centers. So no unrecoverable loss of data is ever anticipated. However, in the event of an unrecoverable loss of data, the customer could then file a Service Level Agreement (SLA) claim for credit, following the SLA procedure included in this proposal.

- c. Offeror experiences a system failure.

Broadvoice has a fully geo-redundant network in place and all of our sites are backed up and monitored at multiple locations. Should an issue arise each site is capable of serving our entire customer base. However, in the event of system failure, the customer could then file a Service Level Agreement (SLA) claim for credit, following the SLA procedure included in this proposal.

- d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

The Broadvoice network runs in an active-active geo-redundant configuration. All data is backed up at the local data centers, and then synchronized to the other data centers. In Broadvoice’s recovery/restore testing, which simulates a data center complete failure, all customer data and services were restored in under one hour.

- e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

When calculating Recovery Time Objective, Broadvoice set its ‘maximum tolerable period of disruption’ (MTPD) at 24 hours. Using the ‘one third’ calculation, Broadvoice uses an RTO of 16 hours. With a cloud based voice service, the Recovery Point Objective is less important than the Recovery Time Objective. In a voice network, data loss would primarily revolve around Broadvoice’s inability to bill the customer for calls. Broadvoice deems this temporary inability as an acceptable liability while working to restore voice service as the primary responsibility.



8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

Broadvoice performs, daily/nightly, weekly and monthly backups that are stored at geo-redundant locations, and are rotated off-site at regular intervals.

b. Method of server image backups

Broadvoice utilizes Disk and remote Virtual tape library offsite storage

c. Digital location of backup storage (secondary storage, tape, etc.)

Broadvoice utilizes Disk and remote Virtual tape library offsite storage. Some copies are physically taken off-site, while other copies are stored in Amazon Glacier.

d. Alternate data center strategies for primary data centers within the continental United States.

The Broadvoice network is completely geo-redundant with locations on both coasts in the USA. Broadvoice has two data centers in Los Angeles, and one in Boston.

## 8.9 (E) DATA PROTECTION

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

All sensitive data in transit is encrypted using SSL Certificates 256bit encryption with 2048bit signatures.

All sensitive data at rest is encrypted and secured in a SOC2 and PCI certified secure datacenter.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

Broadvoice is willing and able to sign applicable Business Associate Agreements or similar agreements when necessary.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Broadvoice maintains a strict Privacy Policy, whereas no customer information is ever re-sold or delivered to an affiliated 3<sup>rd</sup> party without the express written consent of the customer. Customer call records are considered private and never used for the purposes of marketing additional services, without the consent of the customer.

**8.10 (E) SERVICE LEVEL AGREEMENTS**

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

The Broadvoice sample Service Level Agreement is attached to this proposal. Custom SLA's can be negotiated per customer. (Attachment J - Broadvoice SLA.pdf)

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

The Broadvoice sample Service Level Agreement is attached to this proposal. (Attachment J - Broadvoice SLA.pdf)

**8.11 (E) DATA DISPOSAL**

Specify your data disposal procedures and policies and destruction confirmation process.

Broadvoice contracts with a licensed mobile e-waste vendor for the safe destruction of data when retiring or replacing hardware. Broadvoice pays for the vendor to come on-site and shred the hard drives and other data-centric hardware, and certify their destruction.

**8.12 (E) PERFORMANCE MEASURES AND REPORTING**

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

Broadvoice runs its voice network in an active-active cluster across geo-redundant data centers. As such, downtime is minimal. Using historical downtime data, the target available time for the Services provided by Broadvoice to the Customer is equal to **99.99%** of the time in a calendar month. Availability is calculated by dividing the measured available time by the total time in a calendar month, expressed as a percentage. The measured available time is the total time in a calendar month less the measured unavailable time.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

Broadvoice Service Level Agreement attached. (Attachment J - Broadvoice SLA.pdf)

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

The Customer shall contact Broadvoice Priority Business Support to report all service problems. The telephone number for contacting the Priority Business Support is (866) 431-1626. The Customer must have the following information: Customer name, the telephone number or account number affected, and a description of the problems encountered. Priority Business Support is available 24/7/365.

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

Mean Time to Repair (MTTR) is defined as the total network outage time for all trouble tickets in a measured month divided by the number of tickets. The target MTTR is four (4) hours following receipt of a Service Call from the Customer.



<b>MTTR Following Receipt of a Service Call from the Customer</b>	<b>Credit</b>
0 minutes to 1 hour	No credit
>1 hours to 4 hours	3% credit of monthly bill
>4 hours to 6 hours	6% credit of monthly bill
>6 hours to 8 hours	10% credit of monthly bill
-additional 4 hour increments	-3% per increment, not to exceed monthly billing total

In order to receive the foregoing credit, the Customer must notify Broadvoice by email to [billing@broadvoice.com](mailto:billing@broadvoice.com) of its claim for a credit within thirty (30) days of the Outage for which a credit is claimed.

**8.12.5 Describe the firm's procedures and schedules for any planned downtime.**

Scheduled Maintenance means any maintenance activities performed by Broadvoice on the network or switching equipment to which the Customer is connected, provided that Customer shall be given at least 48 hours advance notice of such maintenance activities. Such activities are typically performed outside of Customer's business operating hours and during the standard maintenance window between 00:01 am and 6:00 am local time. Notice of scheduled maintenance shall be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") by a method elected by Broadvoice (telephone, e-mail, fax or pager).

**8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.**

Mean Time to Repair (MTTR) is defined as the total network outage time for all trouble tickets in a measured month divided by the number of tickets. The target MTTR is four (4) hours following receipt of a Service Call from the Customer.

<b>MTTR Following Receipt of a Service Call from the Customer</b>	<b>Credit</b>
0 minutes to 1 hour	No credit
>1 hours to 4 hours	3% credit of monthly bill
>4 hours to 6 hours	6% credit of monthly bill
>6 hours to 8 hours	10% credit of monthly bill
-additional 4 hour increments	-3% per increment, not to exceed monthly billing total

In order to receive the foregoing credit, the Customer must notify Broadvoice by email to [billing@broadvoice.com](mailto:billing@broadvoice.com) of its claim for a credit within thirty (30) days of the Outage for which a credit is claimed.

**8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.**

Performance reports for voice service are available upon customer request, and are not available over the Web. Customer must specify if they are seeking network performance reports, or reports of their own account's performance (locally).

8.12.8 Ability to print historical, statistical, and usage reports locally.

Usage reports are able to be exported or printed locally on demand in the customer portal.

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

On-demand deployment is available to the customer 24x365, but only up to the maximum size the customer is licensed for. Additional licenses may be purchased only during business hours Monday through Friday.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

Scale-up and scale-down is available to the customer 24x365, but only up to the maximum size the customer is licensed for. Additional licenses may be purchased only during business hours Monday through Friday.

### **8.13 (E) CLOUD SECURITY ALLIANCE**

Describe your level of disclosure with CSA Star Registry for each Solution offered.

- a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3.
- b. Completion of Exhibits 1 **and** 2 to Attachment B.
- c. Completion of a CSA STAR Attestation, Certification, or Assessment.
- d. Completion CSA STAR Continuous Monitoring.

Broadvoice is in compliance with Level 1 CSA STAR Registry Self-Assessment. The Self-Assessment is attached to this proposal.

(Exhibit 1 to Attachment B - CAIQ v3.0.1-09-16-2014.xlsx)

### **8.14 (E) SERVICE PROVISIONING**

8.14. 1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

Emergency or rush services implementation is not an uncommon occurrence with Broadvoice services. The standard protocol for expedited implementation would be for the Broadvoice Implementation Project Manager to escalate the order to the Operations Manager. The Operations Manager would then coordinate with Shipping, Installation services, Engineering, and LNP (Local Number Portability) Services to ensure the agreed upon deadline is met. In most cases the charge for expedited implementation is an additional flat fee.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

Standard lead-time for implementation is typically ten business days. Expedited implementation can be done in as early as three business days. Lead-times can change depending on the size and complexity of the order.

**8.15 (E) BACK UP AND DISASTER PLAN**

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

Broadvoice's standard data retention policy is five years for call logs and billing records. If a particular Purchasing Entity needs a different retention period, Broadvoice will work with them to satisfy that requirement.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

Broadvoice has a fully geo-redundant network in place and all of our sites are backed up and monitored at multiple locations. Should an issue arise each site is capable of serving our entire customer base.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

Broadvoice has a fully geo-redundant network in place and all of our sites are backed up and monitored at multiple locations. Should an issue arise each site is capable of serving our entire customer base.

**8.16 (E) SOLUTION ADMINISTRATION**

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

Once Purchasing Entity has completed the provisioning process they can fully manage user accounts from the web portal.

8.16.2 Ability to provide anti-virus protection, for data stores.

Not Applicable to the cloud based voice product being offered.

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

As a cloud based voice service, there is only a finite amount of data to migrate at the closing down of service. This mostly revolves around the specific phone numbers, and whether or not the customer needs to migrate those to a new service. This process is called Local Number Portability (LNP). LNP is a mature process, governed by the FCC, that happens millions of times per day. The LNP process is explicitly a "pull" system, meaning the new service provider, with customer approval, can "pull" the telephone numbers from the old provider. It is explicitly illegal for a service provider to block an approved transfer of a telephone number to another provider.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

Each participating entity's account can be provisioned in a custom manner that satisfies the entity's needs.

8.16.5 Ability to apply a participating entity's defined administration policies in managing a solution.

The Participating Entity's admin policies are set during the creation of the account.

## **8.17 (E) HOSTING AND PROVISIONING**

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

Not Applicable.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

Not Applicable.

2. Creating and storing server images for future multiple deployments

Not Applicable.

3. Securing additional storage space

Not Applicable.

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

Monitoring tools are made available inside an individual account inside the web portal.

## **8.18 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)**

8.18.1 Describe your testing and training periods that your offer for your service offerings.

The Broadvoice is setup and tested onsite with temporary phone numbers prior to deployment. Basic training is done following the completion of the installation.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Broadvoice regularly provides working demonstration systems upon request.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Broadvoice provides basic training for users and admin on the user of the phone system and portals.

## **8.19 (E) INTEGRATION AND CUSTOMIZATION**

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

Broadvoice offers basic API functionality to integrate with 3<sup>rd</sup> party applications and services.

- 8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

Broadvoice will work with the Purchasing Entities to customize the portal look and feel as well as upload the Purchasing Entity's logo to the phone screens.

## **8.20 (E) MARKETING PLAN**

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Our Public sector business development team will take the lead in contacting the participating State procurement offices to get the Participating Addendums in place.

We plan to leverage our current relationships within the States, Counties and Cities that we have in place. Also we will support and attend conferences and events/functions in the State and Local government space, including NASPO events.

We also plan to aggressively engage with all the State departments to uncover Cloud solution opportunities, which include our partners and indirect relationships.

We are currently updating our marketing collateral for the State and Local government agencies in lieu of the possibility of winning the Cloud MSA.

## **8.21 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS**

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Broadvoice plans to market services to participating entities through both the portal, and through our network of regional sales managers in the US. Broadvoice expects to have phone, WebEx, and in-person interactions with prospective participants. The company currently supports sales efforts across the US through a combination of direct and indirect sales channels. If participant information is made available, then a combination of efforts through email, traditional mailings, and regional events can be coordinated.

## **8.22 (E) SUPPORTING INFRASTRUCTURE**

- 8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

Broadvoice requires that the Purchasing Entities have an internet connection in place with the necessary bandwidth to support the deployment. Broadvoice will work with the Purchasing Entities to validate that the requirements are met using cloud voice qualification tools. After validation is completed Broadvoice will suggest and inform Purchasing Entities of any additional needs that they may require.

- 8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

Broadvoice works on an individual case basis to determine installation requirements. Some customers have trained IT staff on hand that can easily plug in the hardware and handle installation with Broadvoice engineers coordinating remotely. Other customers require

Broadvoice to come on-site to handle installation. On-site installation starts with a set fee, and can vary depending on size of deployment.

**8.23 (E) ALIGNMENT OF CLOUD COMPUTING REFERENCE ARCHITECTURE**

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

The Broadvoice Unified Communications, Cloud PBX and SIP Trunking fall within the NIST Cloud Computing Reference Architecture as Software as a Service.

## **Confidential, Protected or Proprietary Information**

None

## **Exceptions and/or Additions to the Standard Terms and Conditions**

None

## Cost Proposal

### 9 COST PROPOSAL

#### 9.1 (M) COST PROPOSAL

Given that technology products generally depreciate over time and go through typical product lifecycles, it is more favorable for Purchasing Entities to have the Master Agreement be based on minimum discounts off the Offeror's commercially published pricelists versus fixed pricing. In addition, Offerors will have the ability to update and refresh their respective price books, as long as the agreed-upon discounts are fixed. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

Offeror must identify its cost proposal, **Attachment G**, as "Cost Proposal – CH16012 Cloud solutions". No specific format is required for an Offeror's price schedule; however the Offeror must provide and list a discount from its pricing catalog. New discount levels may be offered for new services that become available during the term of the Master Agreement, as allowed by the Lead State.

Pricing catalogs should include the price structures of the cloud solutions models and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing must be all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

The Lead State understands that each Offeror may have its own pricing models and schedules for the Services described in the RFP. It is the intent of the RFP to allow price schedules that are viewed in the traditional line item structure or price schedule that have pay-as-you-go characteristics.

An Offeror's price catalog should be clear and readable. Participating Entities, in reviewing an Offeror's Master Agreement, will take into account the discount offered by the Offeror along with the transparent, publicly available, up-to-date pricing and tools that will allow customers to evaluate their pricing.

Individual Participating Addendums will use the cost proposals pricing as a base and may negotiate an adjusted rate.

Offeror's price catalog should be broken into category for each service category. For example if an Offeror provides a SaaS offering then its price catalog should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Some Participating Entities may desire to use an Offeror for other related application modifications to optimize or deploy cloud solutions applications. Responses to the RFP must include hourly rates by job specialty for use by Participating Entities for these types of database/application administration, systems engineering & configuration services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, overhead, and any other costs related to the service. The specific rate (within a

range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by the Lead State. Any of these valued-added services must be included in your cost proposal, e.g., by an hourly rate.

[Broadvoice Cost Proposal see included attachment:](#)  
(Attachment G - Cost Proposal - CH16012 Cloud Solutions.pdf)





## **SERVICE LEVEL AGREEMENT (Voice over IP)**

### **1. Service Level Agreement**

This Service Level Agreement ("SLA") is between the Customer and Quality Speaks LLC dba Broadvoice, ("Broadvoice") as relates to Broadvoice's Voice over IP ("VoIP") Services. Broadvoice agrees that it will make all commercially reasonable efforts to meet the minimum service levels set out in this SLA throughout the service period.

### **2. Target for Availability**

The target available time for the Services provided by Broadvoice to the Customer is equal to **99.99%** of the time in a calendar month. Availability is calculated by dividing the measured available time by the total time in a calendar month, expressed as a percentage. The measured available time is the total time in a calendar month less the measured unavailable time. Subject to any other terms in this SLA, the Services are deemed to be unavailable to the Customer when the Services are fully interrupted, or fail to meet designated specifications as contemplated in this SLA, such that the Services cannot be accessed or used by the Customer (an "Outage"), but excluding any such circumstances arising as the result of any event contemplated in paragraphs 7 and 8 of this SLA.

### **3. Calculation of Measured Unavailable Time**

The measured unavailable time starts upon notification of an Outage by the Customer to Broadvoice by telephone and the release of the affected Service by the Customer to Broadvoice for testing and repair. The measured unavailable time ends when the affected Service is restored. Broadvoice will notify the Customer by telephone and the Customer will confirm that the affected Service has been restored. Additional time taken by the Customer to perform confirmation testing is not included in the measured unavailable time if the Service is in fact restored.

### **4. Target Mean Time to Repair (MTTR)**

Mean Time to Repair (MTTR) is defined as the total network outage time for all trouble tickets in a measured month divided by the number of tickets. The target MTTR is four (4) hours following receipt of a Service Call from the Customer.

## 5. Service Call Procedure

The Customer shall contact Broadvoice Priority Business Support to report all service problems. The telephone number for contacting the Priority Business Support is (866) 431-1626. The Customer must have the following information:

- (i) Customer name
- (ii) The telephone number affected
- (iii) A description of the problems encountered

During the Service Call, Broadvoice will open a ticket indicating the exact time the Service Call was received, the name of the person placing the call, and the details of the Service Call. A reference number (ticket) will be supplied to the Customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

## 6. Escalation Procedures & Times

Broadvoice will use all reasonable endeavors to ensure that Service Calls and associated tickets are cleared within a reasonable time frame. In the event that tickets remain outstanding beyond a reasonable time frame, the Customer may escalate the ticket using the below escalation methods.

Escalation Level	Contact Position/Name	Contact Number
Level 1	Support Supervisor – Supervisor On Duty	(866) 431-1626
Level 2	Business Support Manager – Chris Young	(818) 264-4368
Level 3	Director of Customer Service – Jennifer Vandenburg	(818) 435-1950
Level 4	Chief Operating Officer – George Mitsopoulos	(818) 435-1106

## 7. Credits for MTTR

MTTR Following Receipt of a Service Call from the Customer	Credit
0 minutes to 1 hour	No credit
>1 hours to 4 hours	3% credit of monthly bill
>4 hours to 6 hours	6% credit of monthly bill
>6 hours to 8 hours	10% credit of monthly bill
-additional 4 hour increments	-3% per increment, not to exceed monthly billing total

In order to receive the foregoing credit, the Customer must notify Broadvoice by email to [billing@broadvoice.com](mailto:billing@broadvoice.com) of its claim for a credit within thirty (30) days of the Outage for which a credit is claimed.

## **8. Service Level Exemptions**

Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the Minimum Service level, or for calculating measured unavailable time if such degradation or unavailable time arises from: (i) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing Broadvoice to upgrade, change, implement an order, maintain, or repair the Service; (ii) directly or indirectly as the result of the acts or omissions of the Customer, any person for whom the Customer is legally responsible, or any person using the Services; (iii) failure of CPE equipment, or Customer's internet connection or internal networking infrastructure, or systems not provided, or under the control or direction of Broadvoice including equipment or systems Broadvoice may obtain or contract for at the request of the Customer, or the failure of local carrier's infrastructure on which Broadvoice Services are delivered (and, in the event of a degradation in the Services below the Minimum Service level or an Outage occurring as the result of such circumstances Broadvoice will co-ordinate with the provider to remedy such failure as quickly as possible); (iv) any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities required by Broadvoice for the purpose of investigating and correcting a degradation in the Services or an Outage; and (v) any event contemplated in the Service Subscriber Agreement.

## **9. Scheduled and Unscheduled Maintenance**

Scheduled Maintenance means any maintenance activities performed by Broadvoice on the network or switching equipment to which the Customer is connected, provided that Customer shall be given at least 48 hours advance notice of such maintenance activities. Such activities are typically performed outside of Customer's business operating hours and during the standard maintenance window between 00:01 am and 6:00 am local time. Notice of scheduled maintenance shall be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") by a method elected by Broadvoice (telephone, e-mail, fax or pager). The Customer may change its CM SPOC upon reasonable advance written notice to Broadvoice. Unscheduled maintenance means any maintenance activities performed on the Broadvoice network to which Customer's facilities are connected as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near fiber cables and digging within ten feet of fiber cable. In the case of a Threat Broadvoice will strive to provide customers with three business days advance notice. In the event of an Emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) Broadvoice will make best efforts to provide customers with short-term notice and an estimated time to repair.

## **10. Application of Credits**



Credits shall be applied in respect of the next billing period and shall be based on the monthly rates in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by Broadvoice. In no event shall any credit be awarded in excess of the monthly rates for the affected Service in effect at the time the credit is applied. If credits remain payable following the termination of the Service Subscriber Agreement, the Customer shall be entitled to receive a refund equal to the amount of such credits.

# Master Service Agreement

These Terms and Conditions of Service (the "Agreement") are entered into by and between the subscriber ("you," "your" or "Subscriber") and Quality Speaks LLC dba Broadvoice ("Broadvoice", "us", or "we"). Please be aware that, any of the following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and to comply with all of the terms and conditions of service of this Agreement: (a) your submission of an order; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). Initial charges, including first month service and shipping and handling charges are non-refundable immediately upon submission of an order. This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement includes the terms set forth herein, the Exhibits hereto, including Exhibit "A" Cloud PBX Service Agreement, Exhibit "B" SIP Trunk, Legacy PBX, and Virtual PRI Agreement, the "Acceptable Use Policy," the "Privacy Policy," and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement sets forth the terms and conditions under which you agree to use the Service and covers all of Broadvoice's plans. If you do not or are not willing to be bound in its entirety by these terms and conditions of service, do not proceed. Copyright and Licenses: The entire contents of this Agreement, the Services and Broadvoice's website are protected under the United States copyright laws. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

## 1. GENERAL PRICING AND FEES

Broadvoice's prices are shown in the Pricing Schedule and you will be charged based on the Plan and Options you select during the ordering process. A Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to increase to Broadvoice's then current prices. A Subscriber who selects a "1, 2, or 3 Year Contract" Plan (a "Contract Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Contract Subscriber at the time of order. Such monthly prices for Contract Subscribers are guaranteed for the initial 1, 2, or 3 Year Term. Following the initial 1, 2, or 3 Year Term, a Contract Subscriber will automatically become a Monthly Subscriber and will pay Broadvoice's then current prices, subject to increase as described above, unless such Subscriber registers for a new "1, 2, or 3 Year Contract" Plan at such time, to the extent available. In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against Broadvoice by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. The current Regulatory Recovery Fee is one dollar and ninety-eight cents (\$1.98) for all clients. The E911 Recovery Fee is ninety-nine cents (\$0.99) for all clients in the US and Canada. Broadvoice collects a Federal, State, and Local Services (FSLs) Recovery fee for most voice services. This fee is a percentage of billable service, and covers a variety of taxes, surcharges and fees billed by federal, regional and local agencies. The current rate is 11.64%, and is subject to change without notice. When possible, Broadvoice will break out such charges on the monthly invoice.

## 2. PAYMENT, LATE FEES AND OTHER CHARGES

There are no pro-rated refunds for unused time. Unless otherwise stated in the Pricing Schedule, Broadvoice will invoice and charge Subscribers monthly. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Broadvoice will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a fifteen dollar (\$15.00) reconnection fee. Subscribers are responsible for any disputed charges beyond sixty (60) days from the date of the charge. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five dollar (\$25.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks.

Past due accounts will accrue a monthly charge of one and one-half percent (1.5%) of the past due balance or one dollar (\$1.00), whichever is greater.

You are responsible for all charges attributable to your account incurred with respect to the Services. You agree to notify Broadvoice immediately, in writing or by calling the Broadvoice customer care line at (888)607-6937, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. Broadvoice, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold Broadvoice harmless from all claims, costs, liabilities and damages arising out of such fraudulent use.

**2.1 INTERNATIONAL CALLING.** International calling is enabled by default. Customers may enable or disable it at any time by logging into their My Account page. All International calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny. Each customer account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information located at the FCC Website.

**2.2 DIRECTORY ASSISTANCE AND OPERATOR SERVICES.** Directory Assistance is charged at ninety-nine cents (\$0.99) per call and ten cents (\$0.10) per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at three dollars (\$3.00) per call. Operator calling is disabled by default on all new phone lines, but may be activated using the My Account Dialing Options.

**2.3 TERM.** This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Broadvoice pursuant to this Agreement.

### 3. TERMINATION BY SUBSCRIBER

Subscriber may terminate this Agreement at any time for any reason by providing Broadvoice with a thirty (30) day written notice in the form of a valid written termination request and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Such thirty (30) day period begins on the date on which Broadvoice.com receives Subscriber's valid written termination request. Please refer to corresponding service exhibits (Exhibit A, B) for information regarding cancellation and termination fees. A written termination request is valid only if it includes your account number, main username, date you wish the service to be cancelled and is submitted using one of the following approved methods:

**VIA EMAIL:** [cancel@broadvoice.com](mailto:cancel@broadvoice.com)

**VIA FAX:** (818) 301-7465

**VIA MAIL:** Broadvoice

Attn: Cancellation Department

9221 Corbin Ave. Suite 260

Northridge, CA 91324

### 4. TERMINATION BY BROADVOICE

If, in Broadvoice's sole and absolute discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Broadvoice's servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with Broadvoice's technical support staff, customer service staff, or any other Broadvoice employees or representatives; (d) Broadvoice receives an order from a court of competent jurisdiction to terminate a Subscriber's Service; or, (e) Broadvoice for any reason ceases to offer the Service, then Broadvoice at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains

liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable.

## 5. TERMINATED SUBSCRIBER

Broadvoice, in its sole and absolute discretion may refuse to accept a Subscriber's application for renewal or re-subscription following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by Broadvoice, may enter into a new Agreement and must pay a new setup or activation fee as provided above. Upon the termination of a Subscriber's use of the Service, Broadvoice has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

## 6. EMERGENCY SERVICES - 911 DIALING

**6.1 DIALING 9-1-1.** Broadvoice uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing. Service outages or suspensions or disconnections of service by your bandwidth provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, bandwidth provider, or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to you, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that Broadvoice is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers, and local emergency centers.

**6.2 ALTERNATE 9-1-1 ARRANGEMENTS.** If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from Broadvoice, traditional wireless or wireline telephone service that offers access to emergency services. You further recognize that Broadvoice is not a replacement for your primary telephone service and you are hereby advised to maintain a traditional wireline or wire-based telephone service at all times. By agreeing to these terms of service and by your use of the Device, you acknowledge and accept that the Device may not support or provide emergency service at all times. You represent and warrant to Broadvoice that you already have made additional arrangements with a third party to access emergency services.

**6.3 NETWORK CONGESTION.** Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**6.4 DISCLAIMER OF LIABILITY AND INDEMNIFICATION.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Broadvoice nor any of its officers, directors, members, or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all



such claims or causes of action, arising from or relating to our 911 Dialing service, unless such claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. You shall defend, indemnify, and hold harmless Broadvoice, its officers, directors, members, employees, affiliates, and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure, or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

**6.5 NOTIFY ALL USERS.** You should inform all household residents, guests, and other third persons who may be present at the physical location where you utilize the Service of the important differences in, and limitations of, 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

## 7. WARRANTIES AND LIMITATIONS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT, AND SOFTWARE SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY BROADVOICE (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). BROADVOICE DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, OR EQUIPMENT PROVIDED BY BROADVOICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED OR ERROR-FREE. BROADVOICE SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. BROADVOICE MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT, OR THE INTERNET. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT, AND THE INTERNET GENERALLY. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

EXCEPT AS OTHERWISE SET FORTH IN THE INDEMNIFICATION PARAGRAPHS ABOVE, THE LIMIT OF LIABILITY SHALL BE AS FOLLOWS:

A. CONTRACTOR'S LIABILITY FOR ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THE SERVICES PROVIDED, AND WHETHER BASED UPON DEFAULT, OR OTHER LIABILITY SUCH AS BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHERWISE, SHALL IN NO CASE EXCEED DIRECT DAMAGES IN: **(I) AN AMOUNT EQUAL TO BROADVOICE'S CHARGES SPECIFIED IN THE PURCHASE ORDER FOR THE SERVICES, OR PARTS THEREOF FORMING THE BASIS OF THE PURCHASING ENTITY'S CLAIM, (SAID AMOUNT NOT TO EXCEED A TOTAL OF TWELVE (12) MONTHS CHARGES PAYABLE UNDER THE APPLICABLE PURCHASE ORDER) OR (II) TWO MILLION DOLLARS (\$2,000,000), WHICHEVER IS GREATER.**

B. THE PURCHASING ENTITY MAY RETAIN SUCH MONIES FROM ANY AMOUNT DUE CONTRACTOR AS MAY BE NECESSARY TO SATISFY ANY CLAIM FOR DAMAGES, COSTS AND THE LIKE ASSERTED AGAINST THE PURCHASING ENTITY UNLESS CONTRACTOR AT THE TIME OF THE PRESENTATION OF CLAIM SHALL DEMONSTRATE TO THE PURCHASING ENTITY'S SATISFACTION THAT SUFFICIENT MONIES ARE SET ASIDE BY THE CONTRACTOR IN THE FORM OF A BOND OR THROUGH INSURANCE COVERAGE TO COVER ASSOCIATED DAMAGES AND OTHER COSTS.

C. NOTWITHSTANDING THE ABOVE, NEITHER THE CONTRACTOR NOR THE PURCHASING ENTITY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND WHICH MAY RESULT



DIRECTLY OR INDIRECTLY FROM SUCH PERFORMANCE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF PROFIT BY THE PURCHASING ENTITY, THE CONTRACTOR, OR BY OTHERS.

## 8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Broadvoice and its officers, directors, members, and employees from and against all liabilities, costs, and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations, or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment, or the Internet or the placement or transmission of any message, information, software, or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service or, (d) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment, or the Internet.

## 9. ASSIGNMENT

You agree not to assign or otherwise transfer this Agreement, in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. Broadvoice may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

## 10. CHOICE OF LAW

See Section 37 of Attachment A of Master Agreement AR2502.

## 11. ATTORNEY'S FEES

If any of the Parties shall bring an action or proceeding to enforce this Settlement Agreement, the prevailing party shall be entitled to an award of actual attorneys' fees and costs.

## 12. COMPLIANCE

Broadvoice's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

## 13. THINGS BEYOND BROADVOICE'S CONTROL

Broadvoice will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

## 14. RESERVED

## 15. NOTICE

Notices by Broadvoice to you shall be deemed given: (a) when sent to your primary contact email address; (b) when deposited in the United States mail addressed to you at the address you have specified in your account options; or, (c) when hand delivered to your home, as applicable.

## 16. ACCEPTABLE USE

Subscriber agrees to use the VOIP Service in accordance with Broadvoice's Acceptable Use Policy ("Acceptable Use Policy"), published at <http://www.broadvoice.biz/AcceptableUse>. Broadvoice reserves the right to make changes to the Acceptable Use Policy without notice.

## 17. PRIVACY POLICY

Broadvoice will treat each Subscriber's personal information in accordance with Broadvoice's Privacy Policy ("Privacy Policy") published at <http://www.broadvoice.biz/PrivacyPolicy>. Subscriber agrees to the terms of the Privacy Policy. Broadvoice reserves the right to make changes to the Privacy Policy without notice.

## 18. SURVIVAL

All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability, and Indemnification, shall survive such termination, cancellation, or expiration.

## 19. ELECTRONIC COMMUNICATIONS

When you visit [broadvoice.biz](http://broadvoice.biz), sign up for service with us, or send e-mails to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is the responsibility of the subscriber to maintain and update a valid email address with Broadvoice at all times. Broadvoice will not be held responsible for interruptions in service or cancellation of service for non-payment due to an email not being received by the subscriber or filtered out by the email provider being utilized by the subscriber. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Broadvoice sends regular account notifications, balance notifications, and subscription renewal emails which cannot be opted out of. Subscribers may opt out of optional email correspondences, such as periodic newsletters and feature update announcements by clicking a link at the bottom of the email correspondence.

Business Name:

Signature:

Title:

Name:

Date: