

STATE OF VERMONT PARTICIPATING ADDENDUM # 38726  
FOR NASPO VALUEPOINT PURCHASING PROGRAM: CLOUD SOLUTIONS  
Led by the State of Utah  
**Master Agreement #AR2500**

**Contractor:** Collab9, LLC

**Contractor's NASPO ValuePoint Webpage:** <https://www.naspovaluepoint.org/portfolio/cloud-solutions/collab9-llc/>

1. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Participating Addendum authorizes the purchase of Cloud Solutions from Contractor pursuant to the Master Agreement identified above, which is hereby incorporated by reference. Contractor’s awarded categories are:
  - a. **Software as a Service (SaaS):** As used in this Participation Addendum 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.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
4. **Purchasing Entities.** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** The period of Contractor’s performance shall begin on August 15, 2019 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Available Products and Services.** All products, services and accessories listed on the Contractor’s NASPO ValuePoint Webpage may be purchased under this Participating Addendum.

7. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.

8. **Requirements for Ordering.**

- a. Orders made under this Participating Addendum must include a specifically-negotiated Statement of Work or Service Level Agreement terms as necessary for the Product and/or Service to meet the Purchasing Entity's requirements. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
  - i. Prior to entering into Statement of Work or Service Level Agreement with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and/or Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.
- b. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Participating Addendum, which shall include, as applicable, obtaining approval from the State CIO and/or Attorney General's Office prior to making purchases under this Participating Addendum.
- c. The State's Agency of Digital Services Procurement Office is the only entity authorized to place orders on behalf of State Purchasers. Contractor agrees that it will not accept or fulfill orders placed on behalf of State Purchasers from any other source. Contractor's failure to meet this requirement may result in suspension or termination of this Participating Addendum.
- d. All orders placed under this Participating Addendum must include the Participating Addendum Number on the Purchase Order.

9. **Payment Provisions and Invoicing.**

- a. Product offerings and complete details of product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- b. Purchasing Entities may solicit the Contractor or Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. In the discretion of the Purchasing Entity, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.
- e. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient

- to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- f. Invoices shall be sent to the address identified on the Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
  - g. Reimbursement of expenses is not authorized. All rates set forth in a Purchase Order shall be inclusive of any and all Contractor fees and expenses.
  - h. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
  - i. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**10. *Fulfillment Partners/Authorized Resellers.***

- a. Resellers (or Fulfillment Partners) are available for this Participating Addendum if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Reseller"). Any Authorized Resellers will be listed on the Contractor's NASPO ValuePoint Webpage listed above.
  - i. The State does not intend to approve resellers or fulfillment partners for this Participating Addendum except as required to provide services for certain Products (e.g., where a Product requires a managed service provider or other such services that Contractor is unable to provide without engaging a third party). Contractor shall notify the State when a Product requested by a Vermont Purchasing Entity will require engagement of a third party. The State Chief Procurement Officer may, in its discretion, approve the third-party engagement on a limited basis, for the specific purchase only, or on a general basis, for whenever such Product is purchased under this Participating Addendum.
  - ii. A reseller or fulfillment partner approved by the State for this Participating Addendum is expressly not authorized to invoice State Purchasers directly. This provision shall not apply to Additional Purchasers.
- b. All State policies, guidelines and requirements shall apply to Authorized Resellers.
- c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions set forth by this Participating Addendum. Contractor acknowledges that each and all of the promises it makes as "Contractor" in the Master Agreement and in this Participating Addendum will apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

- i. Contractor promises that Purchasing Entities will not be required to affirmatively accept additional terms and conditions to use or access any Product or Service purchased under this Participating Addendum, whether by electronic means (e.g., click-through) or otherwise.
- ii. Contractor promises that each of the third parties whose Products and/or Services are available for purchase under this Participating Addendum understand and agree that the terms and conditions applicable to their Products and/or Services are as set forth in the Master Agreement, as amended, and are subordinate to the terms of this Participating Addendum and the NASPO ValuePoint Master Agreement Terms & Conditions and associated service model Exhibits.

11. **Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov).
- b. Reports are due for each quarter as follows:

| Reporting Period         | Report Due |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
12. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
13. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
14. **Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Participating Addendum.

15. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

a. **For the Contractor:**

Name: Brian Campbell  
Phone: 414-331-1211  
Email: [bcampbell@collab9.com](mailto:bcampbell@collab9.com)

b. **For the State:**

Name: State of Vermont, Stephen Fazekas  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828-2210  
Fax: 802/828-2222  
Email: [Stephen.fazekas@vermont.gov](mailto:Stephen.fazekas@vermont.gov)

16. **Additional Terms and Conditions.**

- a. Notwithstanding any contrary language anywhere, in no event shall the terms of this contract or any document furnished by Contractor in connection with performance under this contract obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party.
- b. If required by an order made by a State Purchaser under this Participating Addendum, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the order. This provision shall not apply to Additional Purchasers.
- c. Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.
- d. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- e. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

- f. **False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.
- g. **Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.
- h. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.
- i. **Set Off:** The State may set off any sums which Contractor owes the State against any sums due Contractor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.
- j. **Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- k. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- l. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- m. **Confidentiality:** Contractor acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*
- n. **Marketing:** Contractor shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or

Contractor: Collab9, LLC

marketing materials or similar communications to third parties except with the prior written consent of the State.

- o. **Non-Appropriation:** If an order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the order, the State Purchaser may cancel the order at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. If the order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced, the State Purchaser may suspend or cancel the order immediately and shall have no obligation to pay from State revenues.
- p. **Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- q. **State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Agreement for purposes of Contractor’s performance under this Agreement, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.
- r. **SOV Cybersecurity Standard 19-01:** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By Collab9, LLC:

Date: \_\_\_\_\_

Date: 08/09/2019

Signature: \_\_\_\_\_

Signature: 

Name: \_\_\_\_\_

Name: Jordan Genato

Title: \_\_\_\_\_

Title: Controller



Contract # AR2500

# STATE OF UTAH COOPERATIVE CONTRACT

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

Collab 9, Inc.  
 \_\_\_\_\_ Name  
27250 Hawthorne., Suite 180  
 \_\_\_\_\_ Address  
Rolling Hills Estate CA 90274  
 \_\_\_\_\_ City State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person Peta Gorshel Phone #424-331-1243 Email pgorshel@collab9.com  
 Vendor # VC205722 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: Service Level 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 and the Procurement Rules.

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

John Axel 9/16/16 STATE Christopher Hughes 9.26.16  
 Contractor's signature Date for Director, Division of Purchasing Date

Peta Gorshel, General Counsel/Contracting Officer  
 Type or Print Name and Title

|                                       |                     |                                   |
|---------------------------------------|---------------------|-----------------------------------|
| <u>Christopher Hughes</u>             | <u>801-538-3254</u> | <u>christopherhughes@utah.gov</u> |
| Division of Purchasing Contact Person | Telephone Number    | Fax Number Email                  |



## **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; and
- (3) 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 non-public information that is designated confidential or that a reasonable person should understand to be confidential, including (1) Data; (2) any Purchasing Entity's records, (3) personnel records, and (4) information concerning individuals. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving Party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

**Contractor** means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees,

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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 PaaS.

subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

**Contractor Technology** means all of Contractor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Contractor in providing the Product.

**Data** means all information, whether in oral or written (including electronic) form, 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 or 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 substantially in the form of Attachment E 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, which approval shall not be unreasonably withheld.

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 only be terminated by either party for convenience upon 60 days written notice to the other party or for the other Party's failure to timely cure a default per Section 10(b) of this Master Agreement. Such termination shall be effective upon written notice. 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 of an applicable Service Level of Agreement in

association with any Order, Contractor obligations under Transition Assistance and any responsibilities arising out of a Security Incident or Data Breach.

## **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 same degree of care it applies to its own Confidential information, but in no event less than a reasonable degree of care 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 of Contractor's Employees 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 has been advised that breach of this section, including disclosure of any Confidential Information, may 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.

e. Ownership. Purchasing Entity acknowledges and agrees that (i) as between Contractor and Purchasing Entity, all right, title and interest in and to the Contractor Technology and the Product and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain Contractor's or its licensors', and this Agreement in no way conveys any right or interest in the Contractor Technology or the Product other than a limited license to use the Product in accordance herewith, and (ii) the Contractor Technology and the Product are works protected by copyright, trade secret, and other proprietary rights and laws. The Contractor name, the Contractor logo, and the product names associated with the Product are trademarks of Contractor or third parties, and no right or license is granted to use them. Purchasing Entity shall not remove any Contractor trademark or logo from the Product.

**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 material term or condition of this Master Agreement; or
- (3) Any material 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 either party, or the appointment of a receiver or similar officer for either party 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, the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which the defaulting party shall have an opportunity to cure the default. In the case of a default by Contractor, 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 the defaulting Party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, the defaulting Party shall be in

breach of its obligations under this Master Agreement and the non-defaulting Party 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 or portions thereof; and, if Contractor is the defaulting Party;
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4) Suspend Contractor's performance.
- (5) Withhold such payment as directly arises from Contractor's default.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a non-defaulting party 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 either party 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, however such right to approve must be exercised reasonably. 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, except for a failure to pay for goods or services delivered prior to the occurrence of a force majeure event, in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of God, nature or the public enemy including terrorism, acts of the government in either its sovereign or contractual capacity, , civil or military authority ,fires, floods, epidemics, quarantine restrictions, strikes, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers, 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. Subject the exceptions below and the NASPO Participants' (as defined below) compliance with the notice and defense provisions below, in the event of any defect or deficiency in any Contractor Products or Services purchased by a Participating Entity or Purchasing Entity, Contractor agrees to defend NASPO, NASPO ValuePoint, the Lead

State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees (collectively, the “NASPO Participants”) against third party claims, damages or causes of action including reasonable attorneys’ fees and related costs from any death, injury or damaged to tangible property suffered by such third party and caused by the negligence or willful misconduct of Contractor, its employees or subcontractors or volunteers, at any tier, during the performance of this Master Agreement (a “PI Claim”). This clause shall not be construed to bar any legal remedies Contractor may have with respect to the NASPO Participants’ failure to fulfill their obligations pursuant to the Master Agreement or any Participating Addendum.

To qualify for such defense, the Participating Entities or Purchasing Entities shall promptly notify Contractor of any PI Claim of which the Participating Entity or Purchasing Entity becomes aware which may give rise to a right of a defense pursuant to this Section. Notice of any PI Claim that is a legal proceeding, by suit or otherwise, must be provided to Contractor within thirty (30) days of the Participating Entity’s or Purchasing Entity’s first learning of such proceeding. If the Participating Entity’s or Purchasing Entity’s laws require approval of a third party to defend Participating Entity or Purchasing Entity, Participating Entity or Purchasing Entity will seek such approval and if approval is not received, Contractor is not required to defend that Participating Entity or Purchasing Entity. If a PI Claim is settled, to the extent permitted by law, the Participating Entity or Purchasing Entity shall not publicize the settlement and will cooperate with Contractor so that Contractor can make every effort to ensure the settlement agreement contains a non-disclosure provision.

Notwithstanding anything to the contrary contained herein, Participating Entities and Purchasing Entities agree that Contractor has no obligation for any PI Claim covered by this Section arising out of or resulting from the Participating Entities’ or Purchasing Entities’ or any of their respective employees’, contractors’ or agents’ acts of negligence, gross negligence or misconduct. THE FOREGOING SHALL CONSTITUTE EACH AND EVERY PARTICIPATING ENTITY’S AND PURCHASING ENTITY’S SOLE REMEDY AND CONTRACTOR’S SOLE AND EXCLUSIVE LIABILITY FOR ALL PI CLAIMS.

b. Indemnification – Intellectual Property. (a) To the extent based on a claim that the Product infringes any copyright or trade secret of any third party. Contractor shall pay any award against 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 (“Lead State”), or settlement entered into on Lead State’s behalf, based on such infringement, but only if Lead State notifies Contractor promptly in writing of the claim, provides reasonable assistance in

connection with the defense and settlement thereof, and permits Contractor to control the defense and settlement thereof. If a claim of infringement or misappropriation occurs, or if Contractor determines that a claim is likely to occur, Contractor shall have the right, in its sole discretion, to either: (i) procure for Lead State the right or license to continue to use the Product free of the infringement claim; or (ii) replace or modify the Product to make it non-infringing. If these remedies are not reasonably available to Contractor, Contractor may, at its option, terminate this Agreement and return to Lead State any pre-paid unused fees for the Product. Despite the provisions of this Section, Contractor has no obligation with respect to any claim of infringement or misappropriation that is based upon or arises out of (x) Lead State's use of the Product other than in accordance with the applicable documentation or Contractor's written directions or policies; or (y) any third party data or content or any Customer Data. THIS SECTION STATES THE ENTIRE LIABILITY OF CONTRACTOR AND LEAD STATE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY INFRINGEMENT BY THE PRODUCT.

(b) Lead State shall defend, indemnify, and hold Contractor harmless from and against any suit, proceeding, assertion, damages, cost, liability, penalties, fines and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims against Contractor and its employees and affiliates arising from or connected with (i) any claim that the Customer Data infringes, violates or misappropriates any third party intellectual property or proprietary right, and/or (ii) any breach of any representation or warranty set forth in this Agreement by Lead State.

(c) The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party sole control of the defense of any claim, suit or proceeding and all negotiations for settlement. (d) The limitations in Section 43 do not apply to the indemnities set out in this Section 13.

**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, except where indicated below. 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 with a \$15 million umbrella policy

(2) CLOUD MINIMUM INSURANCE COVERAGE:

|               |   |
|---------------|---|
| Level of Risk | <b>Data Breach and Privacy/Cyber Liability<br/>including Technology Errors and Omissions<br/>Minimum Insurance Coverage</b> |
|---------------|---|

|                    |              |
|--------------------|--------------|
| 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 written on a claims made basis in the minimum amount of \$10,000 per claim and \$1,000,000 for network security 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, respectively, 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 solicit competitive bids for such requirements from 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 unless such termination arises from failure to pay sums owed to Contractor. 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.

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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.

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.

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.

Unless required by law, 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 (with the exception of Contractor's legal counsel and accountants) 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 commercially reasonable 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 license to use the API

for the period that the Services are being provided.

**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.

All Data which the Lead State makes available to Contractor in connection with this Agreement, including data provided via use of any API is stored in a private and secure fashion, will not be used by Contractor except as necessary to provide the Services. Lead State hereby grants to Contractor a limited, non-exclusive, non-transferable, royalty-free right to use, display, transmit and distribute the Data solely in connection with providing the Services to Lead State. Except as provided in this Agreement, Lead State shall be solely responsible for providing, updating, uploading and maintaining all Data. The content of Data shall be Lead State's sole responsibility. Contractor shall operate the Services in a manner that provides reasonable information security for Data, using commercially reasonable data backup, security, and recovery protections.

**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 are true and correct in all material respects.

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. Contractor will make commercially reasonable efforts to ensure that the Products provided under this Master Agreement will not contain any virus, Trojan horse, or worm,

or other software designed to permit unauthorized access to, or to erase or otherwise harm, Purchasing Entity's software, hardware, or data.

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.

g. Subject to the terms and conditions of this Agreement, Contractor shall use commercially reasonable efforts to provide access to the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Purchasing Entity agrees that from time to time the Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Contractor may undertake from time to time; or (iii) causes beyond the control of Contractor or which are not reasonably foreseeable by Contractor, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Contractor shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Purchasing Entity in the event of any scheduled Downtime. Contractor shall have no obligation during performance of such operations to mirror Data on any other server or to transfer Data to any other server. Contractor shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Downtime, whether scheduled or not.

Contractor's sole liability (and Lead State's, Purchasing Entity's and Participating Entity's exclusive remedy) for any warranty claim shall be for Contractor to re-perform the deficient Services, or, if Contractor fails to remedy such deficiency within thirty (30) days of notice of a claim, to void the invoice for the deficient Services. Contractor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (60) days after the Services in question were first performed or (ii) if the claim is the result of third party hardware or software failures, or the actions of Lead State, Purchasing Entity or Participating Entity, or a third party.

THIS SECTION 31 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY CONTRACTOR ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

### **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 under the applicable Purchasing Addendum to the extent that it is reasonably able to do so in light of the transition of that data to a third party.

**33. Waiver of Breach:** Failure of a party 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 a party must be in writing. Waiver by any party of any default, right or remedy under this Master Agreement or Participating Addendum, or 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. 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 in 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. Limitation of Liability** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 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 two (2) times the 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) five million dollars (\$5,000,000), 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.

The limitations of liability in Section 43 will not apply to claims for bodily injury or death, Section 8, Section 13, and Section 30.

**44. 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

Collab9 provides secure hosted voice and collaboration services via a SaaS model deployed over a Public cloud, and it is capable of storing and securing FedRAMP Moderate Risk Data.

# collab<sup>9</sup>, Inc. Cost Proposal

NASPO ValuePoint Master Agreement for  
Cloud Solutions

Utah Solicitation Number CH16012

March 10, 2016



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*Section Title: Cost Proposal*

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## Attachment G – Cost Schedule

**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 % 5**

**Infrastructure as a Service**

**Discount % N/A**

**Platform as a Services**

**Discount % N/A**

**Value Added Services**

**Discount % N/A**

**Additional Value Added Services:**

**Maintenance Services**

Onsite Hourly Rate \$ \_\_\_\_\_  
Remote Hourly Rate \$ \_\_\_\_\_

**Professional Services**

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

**Partner Services**

Onsite Hourly Rate \$ \_\_\_\_\_  
Remote Hourly Rate \$ \_\_\_\_\_

**Training Deployment Services**

Onsite Hourly Rate \$ \_\_\_\_\_  
Online Hourly Rate \$ \_\_\_\_\_

**Prices and SKUs based on 3 year Subscription**

At the sole discretion of Collab9, Collab9 may change its pricing with respect to the Services or any component thereof. The Purchasing Entity shall be notified of such pricing changes by postal mail or electronic mail and no pricing increase shall be effective less than 30 days prior to Purchasing Entity's receipt of such notification.

| Collab9 Monthly SKU              | Setup SKU                    | Status | Description  | Monthly Recurring Charges (MRC)<br>MSRP | One-time Fees<br>MSRP |
|----------------------------------|------------------------------|--------|--|---|-----------------------|
| <b>PARTNER ENGAGEMENT</b>        |                              |        |  |   |                       |
| C9EN-COLLAB9-TL                  |                              | Active | COLLAB9 Top Level engagement SKU. This SKU is zero cost and should be used to start the engagement process with Collab9. Purchasing this SKU will notify the Collab9 pre-sales team for reseller engagement to initiate the discovery and design process.  | \$ -                                    | \$ -                  |
| <b>SUBSCRIPTION PACKAGES</b>     |                              |        |  |   |                       |
| C9SP-COLLABSTANDARD-1-3-PS       | C9SS-COLLABSTANDARD-1-3-PS   | Active | Collaboration Standard single user 3 year subscription for Public Sector. Enterprise Calling Features with Single Number Reach, Extension Mobility, Video capable phones, Ad Hoc Conferencing, Meet-Me Multi-Party, Presence/Availability Monitoring and Instant Messaging with Cisco Jabber. Voice Mail & unified messaging Included. Supports up to 10 devices, Single Desk phone Or Soft Phone client or smart phone client. Cisco IP Communicator, Cisco Jabber Soft Phone client for Windows and OS X, Cisco Jabber app for iOS and Android, Cisco 3900, 6900, 7800, 7900, 8800, 8900 & 9900, DX, EX Series Phones supported. Third Party SIP Phones (Non-Cisco) supported with limited features.                 | \$ 13.75                                | \$ 15.00              |
| C9SP-COLLABFOUNDATION-1-3-PS     | C9SS-COLLABFOUNDATION-1-3-PS | Active | Collaboration Foundation single user 3 year subscription for Public Sector. Enterprise Calling Features with Single Number Reach, Extension Mobility, Video capable phones, Ad Hoc Conferencing, Meet-Me Multi-Party, Presence/Availability Monitoring and Instant Messaging with Cisco Jabber. Voice Mail/ unified messaging as optional Add-On. Single Desk phone Or Soft Phone client or smart phone client. Cisco IP Communicator, Cisco Jabber Soft Phone client for Windows and OS X, Cisco Jabber app for iOS and Android, Cisco 3900, 6900, 7800, 7900, 8800, 8900 & 9900, DX, EX Series Phones supported. Third Party SIP Phones (Non-Cisco) supported with limited features.                                 | \$ 11.87                                | \$ 15.00              |
| C9SP-COLLABBASIC-1-3-PS          | C9SS-COLLABBASIC-1-3-PS      | Active | Collaboration Basic single user 3 year subscription for Public Sector. Enterprise Calling Features with Single Number Reach, Extension Mobility, Ad Hoc Conferencing, Meet-Me Multi-Party, Presence/Availability Monitoring and Instant Messaging with Cisco Jabber. Voice Mail/ unified messaging as optional Add-On. Single Desk phone only. Supports Analog/ Fax, Cisco 6901,3905, 6911, 6921, 7811, 7821 supported.  | \$ 9.97                                 | \$ 10.00              |
| C9SP-COLLABESSENTIAL-1-3-PS      | C9SS-COLLABESSENTIAL-1-3-PS  | Active | Collaboration Essential single user 3 year subscription for Public Sector. Includes Basic calling features. For single desk phone or fax. Support Cisco Analog/Fax, 3905, and 6901 phones. No Voice Mail available.  | \$ 9.95                                 | \$ 10.00              |
| <b>LICENSE MIGRATION OPTIONS</b> |                              |        |  |   |                       |
| C9SP-HCSSTDMIG-1-3-PS            | C9SS-HCSSTDMIG-1-3-PS        |        | HCS Standard Migration single user 3 year subscription for Public Sector.  | \$ 21.76                                | \$ 25.00              |
| C9SP-HCSFNDMIG-1-3-PS            | C9SS-HCSFNDMIG-1-3-PS        |        | HCS Foundation Migration single user 3 year subscription for Public Sector.  | \$ 16.92                                | \$ 20.00              |
| C9SA-HCSVMMIG-1-3-PS             | C9SS-HCSVMMIG-1-3-PS         |        | HCS Voice Mail Migration single user 3 year subscription for Public Sector.  | \$ 10.42                                | \$ 15.00              |
| <b>LICENSE UPGRADE OPTIONS</b>   |                              |        |  |   |                       |
| C9SP-COLLABFTOS-MIG-3-PS         | C9SS-COLLABFTOS-MIG-3-PS     | Active | Collaboration Foundation to Standard Migration 3 year subscription for Public Sector.  | \$ 3.78                                 | \$ 5.00               |
| C9SP-COLLABTFOF-MIG-3-PS         | C9SS-COLLABTFOF-MIG-3-PS     | Active | Collaboration Basic to Foundation Migration 3 year subscription for Public Sector.   | \$ 3.80                                 | \$ 5.00               |
| C9SP-COLLABTOS-MIG-3-PS          | C9SS-COLLABTOS-MIG-3-PS      | Active | Collaboration Basic to Standard Migration 3 year subscription for Public Sector.   | \$ 5.08                                 | \$ 10.00              |
| <b>ADD-ONS</b>                   |                              |        |  |   |                       |
| C9SA-TPRoom-1-3-PS               |                              | Active | TelePresence Room Add-on single endpoint 3 year subscription for Public Sector. For Collaboration Foundation or Standard Packages.   | \$ 24.09                                | \$ -                  |
| C9SA-VoiceMail-B-1-3-PS          |                              | Active | Voice Mail Basic Add-On for Public Sector single user 3 year subscription. For Collaboration Basic and Collaboration Foundation Packages.  | \$ 1.20                                 | \$ -                  |
| C9SA-VoiceMailSA-1-3-PS          |                              | Active | Standalone Voice Mail Basic for Public Sector 3 year subscription. Provides a Voice Mail box. Does not require a voice package.  | \$ 2.28                                 | \$ -                  |
| C9SA-EMRESPONDER-1-3-PS          | C9SS-EMRESPONDER-1-3-PS      | Active | Cisco Emergency Responder for Public sector single user, 3 year subscription. Provides Enhance 911 services, phone tracking and call tracking.   | \$ 0.77                                 | \$ 2.00               |
| C9SA-PCAMID-1-3-PS               |                              | Active | Prime Collaboration for single Mid-Range Endpoint, 3 year subscription. Provides Comprehensive voice and video management system with a set of monitoring, troubleshooting, and reporting capabilities that help ensure end users receive a consistent, high-quality video and voice collaboration experience. Supports Cisco C20, C40, C60, C90, EX60, EX90, MX200, MX200G2, MX300, MX300G2, MX700, MX800, SX10, SX20, SX80, MXP1700, MXP1500, MXP6000, MXP1000, MXP150, MXP95Edge, CTS500  | \$ 9.96                                 | \$ -                  |
| C9SA-PCAH1-1-3-PS                |                              | Active | Prime Collaboration for High-End Single Codec Endpoint, 3 year subscription. Provides Comprehensive voice and video management system with a set of monitoring, troubleshooting, and reporting capabilities that help ensure end users receive a consistent, high-quality video and voice collaboration experience. Supports Cisco Profile 42-C20, 42-C40, 42-C60, Profile52, Profile52-Dual, Profile65, Profile65-Dual, Profile 52 6000MXP, CTS1000, CTS1100, CTS1300, CTS1310, CTS1400.  | \$ 50.90                                | \$ -                  |
| C9SA-PCAMULT-1-3-PS              |                              | Active | Prime Collaboration for single High-End Multi Codec endpoint, 3 year subscription. Provides Comprehensive voice and video management system with a set of monitoring, troubleshooting, and reporting capabilities that help ensure end users receive a consistent, high-quality video and voice collaboration experience. Supports Cisco CTS3000, CTS3010, CTS3200, CTS3210, TX9000, TX9200.   | \$ 155.05                               | \$ -                  |
| C9SA-JabberGuest-1-3-PS          | C9SS-JabberGuest-1-3-PS      | Active | Jabber Guest add-on, 3 year subscription for Public Sector. Enables real time voice and video functionality via Jabber Guest through a website or mobile app. Supports Microsoft Windows Vista Service Pack 2 (SP2) or later, Apple Mac OS X 10.7 (Lion) or later, iOS 7.0 or later for iPad 4, iPad 3, iPad 2, iPad Air, iPad mini, iPad with Retina Display, iPhone 5s, iPhone 5c, iPhone 5, iPhone 4s. Requires Collaboration Edge add-on and RMS licenses.   | \$ 157.13                               | \$ 160.00             |
| C9SA-EXPMInteroperability-1-3-PS |                              | Active | Advanced Microsoft Interoperability Add-on, 3 year subscription for Public Sector. Enables video and audio sessions between Cisco HCS endpoints and Microsoft Lync clients. Requires Rich Media Session Add-on for every call. Includes server hosting for Lync Gateway server.  | \$ 754.57                               | \$ -                  |
| C9SA-EXPRichMedia-2-3-PS         |                              | Active | Rich Media Session Add-on, 3 year subscription for Public Sector. Required for each concurrent call to/from any endpoint or application not registered to Collab9. Supports Business to Business Calls, MS Lync, Jabber Guest and for interworked calls (e.g. H.323 to SIP, H.264 AVC to H.264 SVC).   | \$ 27.80                                | \$ -                  |
| C9SA-CollabEdge-M-2-3-PS         | C9SS-CollabEdge-M-2-3-PS     | Active | Collaboration Edge Public Sector add-on, Medium Deployment, 3 year subscription. Enables Mobile and Remote Access (MRA), secure VPN-less connectivity over a public internet connection for Jabber Clients, Cisco IP Phones and TelePresence endpoints. Supports Cisco Jabber for Windows 9.7 or later, Jabber for iPad and iPhone 9.6.1 or later, Jabber for Android 9.6 or later, Jabber for Mac 9.6 or later and Cisco TelePresence MX, EX and C-Series endpoints/codecs running TC7.0.1 or later firmware. Requires Collaboration Foundation and/or Collaboration Standard Packages Subscription. Provides 2500 proxied registrations, and up to 100 video or 200 audio call sessions.                             | \$ 220.03                               | \$ 225.00             |
| C9SA-CollabEdge-M-4-3-PS         | C9SS-CollabEdge-M-4-3-PS     | Active | Collaboration Edge Public Sector add-on with High Availability (HA), Medium Deployment, 3 year subscription. Enables Mobile and Remote Access (MRA), secure VPN-less connectivity over a public internet connection for Jabber Clients, Cisco IP Phones and TelePresence endpoints. Supports Cisco Jabber for Windows 9.7 or later, Jabber for iPad and iPhone 9.6.1 or later, Jabber for Android 9.6 or later, Jabber for Mac 9.6 or later and Cisco TelePresence MX, EX and C-Series endpoints/codecs running TC7.0.1 or later firmware. Requires Collaboration Foundation and/or Collaboration Standard Packages Subscription. Provides 2500 proxied registrations, and up to 100 video or 200 audio call sessions. | \$ 440.05                               | \$ 450.00             |
| C9SA-CollabEdge-L-2-3-PS         | C9SS-CollabEdge-L-2-3-PS     | Active | Collaboration Edge Public Sector add-on, Large Deployment, 3 year subscription. Enables Mobile and Remote Access (MRA), secure VPN-less connectivity over a public internet connection for Jabber Clients, Cisco IP Phones and TelePresence endpoints. Supports Cisco Jabber for Windows 9.7 or later, Jabber for iPad and iPhone 9.6.1 or later, Jabber for Android 9.6 or later and Cisco TelePresence MX, EX and C-Series endpoints/codecs running TC7.0.1 or later firmware. Requires Collaboration Foundation and/or Collaboration Standard Package subscription. Provides 2500 proxied registrations, and up to 500 video or 1000 audio call sessions.   | \$ 622.54                               | \$ 225.00             |
| C9SA-CollabEdge-L-4-3-PS         | C9SS-CollabEdge-L-4-3-PS     | Active | Collaboration Edge Public Sector add-on with High Availability (HA), Large Deployment, 3 year subscription. Enables Mobile and Remote Access (MRA), secure VPN-less connectivity over a public internet connection for Jabber Clients, Cisco IP Phones and TelePresence endpoints. Supports Cisco Jabber for Windows 9.7 or later, Jabber for iPad and iPhone 9.6.1 or later, Jabber for Android 9.6 or later, Jabber for Mac 9.6 or later and Cisco TelePresence MX, EX and C-Series endpoints/codecs running TC7.0.1 or later firmware. Requires Collaboration Foundation and/or Collaboration Standard Package subscription. Provides 2500 proxied registrations, and up to 500 video or 1000 audio call sessions.  | \$ 1,245.08                             | \$ 450.00             |

Prices and SKUs based on 3 year Subscription

At the sole discretion of Collab9, Collab9 may change its pricing with respect to the Services or any component thereof. The Purchasing Entity shall be notified of such pricing changes by postal mail or electronic mail and no pricing increase shall be effective less than 30 days prior to Purchasing Entity's receipt of such notification.

| Collab9 SKU                   | Setup SKU                       | Status | Description  | Monthly Recurring | One-time Fees |
|-------------------------------|---------------------------------|--------|--|-------------------|---------------|
|                               |                                 |        |  | Charges (MRC)     |               |
|                               |                                 |        |  | MSRP              | MSRP          |
| <b>NETWORK SERVICE</b>        |                                 |        |  |                   |               |
| C9NC-CrossConnectFE-1         | C9NS-CrossConnectFE-1           | Active | 100M Ethernet handoff-Cross Connect with LA or Chicago Datacenter, Monthly fee   | \$ 289.47         | \$ 526.32     |
| <b>IP FAX</b>                 |                                 |        |  |                   |               |
| C9TE-EFAX-1                   | C9TE-EFAXSetup-1                | Active | E-Fax with inbound and outbound electronic faxing capability. Includes 1 FAX DID and usage for Enterprise only - Monthly fee   | \$ 33.40          | \$ 35.00      |
| <b>SERVER HOSTING</b>         |                                 |        |  |                   |               |
| C9ER-CERHosting-2             | C9ER-CERSVRSetup-2              | Active | Server Hosting for Cisco Emergency Responder - 2CPU/4GBMEM/80GBHD  | \$ 187.48         | \$ 190.00     |
| C9PG-PagingVM-1               |                                 | Active | Server Hosting for Informacast Paging 1CPU/4GBMEM/80GBHD   | \$ 93.14          | \$ -          |
| C9CC-ContactCenterVM100-1     | C9CS-CCXAgent-1                 | Active | Server Hosting for Contact Center Express - 2CPU/8GBMEM/146GBHD  | \$ 184.28         | \$ 110.00     |
| C9CC-ContactCenterVM300-1     | C9CS-CCXAgent-1                 | Active | Server Hosting for Contact Center Express - 2CPU/8GBMEM/292GBHD  | \$ 205.02         | \$ 110.00     |
| C9CC-ContactCenterVM400-1     | C9CS-CCXAgent-1                 | Active | Server Hosting for Contact Center Express - 4CPU/16GBMEM/292GBHD   | \$ 368.57         | \$ 110.00     |
| C9AC-AttendantConsoleVM-1     |                                 | Active | Server Hosting for Attendant Console Advanced 10.5 1CPU/4GBMEM/80GBHD/WIN2K8R2STD with SQL standard server license   | \$ 289.20         | \$ -          |
| C9CR-CallRecordingVMQMBasic-1 |                                 | Active | Server Hosting for Calabrio AQM (Advanced Quality Management), Compliance Recording and QM (Quality Management)- 2CPU/4GBMEM/190GBHD/WIN2K8R2STD with SQL standard server license  | \$ 336.27         | \$ -          |
| C9CR-CallRecordingVMWFM-1     |                                 | Active | Server Hosting for Calabrio WFM (Work Force Management) 2CPU/4GBMEM/120GBHD/WIN2K8R2STD with SQL standard server license.  | \$ 326.33         | \$ -          |
| C9CR-CallRecordingVMMSA100-1  |                                 | Active | Server Hosting for Calabrio SA (Speech Analytics) 2CPU/4GBMEM/190GBHD/WIN2K8R2STD with SQL standard server license   | \$ 336.27         | \$ -          |
| C9CR-CallRecordingVMWFO1-1    |                                 | Active | Server Hosting for Calabrio WFO Bundle 1 (QM/WFM) 2CPU/4GBMEM/190GBHD/WIN2K8R2STD with SQL standard server license   | \$ 336.27         | \$ -          |
| C9CR-CallRecordingVMWFO2-1    |                                 | Active | Server Hosting for Calabrio WFO Bundle 2 (AQM/WFM)2CPU/4GBMEM/190GBHD/WIN2K8R2STD with SQL standard server license   | \$ 336.27         | \$ -          |
| C9CR-CallRecordingVMWFO3-1    |                                 | Active | Server Hosting for Calabrio WFO Bundle 3 (AQM/WFM/SA) 2CPU/4GBMEM/190GBHD/WIN2K8R2STD with SQL standard server license   | \$ 336.27         | \$ -          |
| C9TP-ESNAVM800-1              | C9TP-SRVRSetup-1                | Active | Server hosting for Third Party application ESNA- 2CPU/2GBMEM/40GBHD/WIN2K8R2STD  | \$ 93.74          | \$ 275.00     |
| C9TP-ESNAVM1200-1             | C9TP-SRVRSetup-1                | Active | Server hosting for Third Party application ESNA- 2CPU/2GBMEM/292GBHD/WIN2K8R2STD   | \$ 129.53         | \$ 275.00     |
| C9TP-ESNAVM4000-1             | C9TP-SRVRSetup-1                | Active | Server hosting for Third Party application ESNA- 4CPU/2GBMEM/292GBHD/WIN2K8R2STD   | \$ 192.43         | \$ 275.00     |
| C9TP-ESNAVM5000-1             | C9TP-SRVRSetup-1                | Active | Server hosting for Third Party application ESNA- 4CPU/4GBMEM/292GBHD/WIN2K8R2STD   | \$ 217.59         | \$ 275.00     |
| C9MS-CiscoWebExVM50-1         | C9MS-CiscoWebExVM50Setup-1      | Active | Cisco WebEx Meetings Server Hosting, 8vCPU/18GBMEM/546GBHD, Supports 25 concurrent meetings and up to 50 concurrent voice sessions or 25 concurrent video sessions. Maximum participants in one meeting is 50. Includes Internet Reverse Proxy (IRP) for external public internet participants.  | \$ 897.92         | \$ 275.00     |
| C9MS-CiscoWebExVM250-1        | C9MS-CiscoWebExVM250Setup-1     | Active | Cisco WebEx Meetings Server Hosting, 20vCPU/45GBMEM/674GBHD, Supports 125 concurrent meetings and up to 250 concurrent voice sessions or 125 concurrent video sessions. Maximum participants in one meeting is 100. Includes Internet Reverse Proxy (IRP) for external public internet participants.                                   | \$ 1,975.48       | \$ 275.00     |
| C9MS-CiscoWebExVM250-2        | C9MS-CiscoWebExVM250Setup-2     | Active | Cisco WebEx Meetings Server Hosting with High Availability (HA), 40vCPU/90GBMEM/1384GBHD, Supports 125 concurrent meetings and up to 250 concurrent voice sessions or 125 concurrent video sessions. Maximum participants in one meeting is 100. Includes Internet Reverse Proxy (IRP) for external public internet participants.      | \$ 2,604.40       | \$ 550.00     |
| C9MS-CiscoWebExVM800-1        | C9MS-CiscoWebExVM800Setup-1     | Active | Cisco WebEx Meetings Server Hosting, 60vCPU/70GBMEM/674GBHD, Supports 400 concurrent meetings and up to 800 concurrent voice sessions or 400 concurrent video sessions. Maximum participants in one meeting is 100. Includes Internet Reverse Proxy (IRP) for external public internet participants.                                   | \$ 3,547.87       | \$ 275.00     |
| C9MS-CiscoWebExVM800-2        | C9MS-CiscoWebExVM800Setup-2     | Active | Cisco WebEx Meetings Server Hosting with High Availability (HA), 120vCPU/140GBMEM/1384GBHD, Supports 400 concurrent meetings and up to 800 concurrent voice sessions or 400 concurrent video sessions. Maximum participants in one meeting is 250. Includes Internet Reverse Proxy (IRP) for external public internet participants.    | \$ 6,461.59       | \$ 550.00     |
| C9MS-CiscoWebExVM2000-1       | C9MS-CiscoWebExVM2000Setup-1    | Active | Cisco WebEx Meetings Server Hosting, 140vCPU/190GBMEM/1186GBHD, Supports 1000 concurrent meetings and up to 2000 concurrent voice sessions or 1000 concurrent video sessions. Maximum participants in one meeting is 100. Includes Internet Reverse Proxy (IRP) for external public internet participants.                             | \$ 7,646.09       | \$ 275.00     |
| C9MS-CiscoWebExVM2000-2       | C9MS-CiscoWebExVM2000Setup-2    | Active | Cisco WebEx Meetings Server Hosting with High Availability (HA), 280vCPU/380GBMEM/2372GBHD, Supports 1000 concurrent meetings and up to 2000 concurrent voice sessions or 1000 concurrent video sessions. Maximum participants in one meeting is 250. Includes Internet Reverse Proxy (IRP) for external public internet participants. | \$ 13,075.50      | \$ 550.00     |
| <b>Calabrio Licenses</b>      |                                 |        |  |                   |               |
| C9CR-SA-S-1                   | C9CR-SAS-1                      | Active | Calabrio SA (Speech Analytics) single user subscription  | \$ 37.48          | \$ 40.00      |
| C9CR-WFM-S-1                  | C9CR-WFMSetup-1                 | Active | Calabrio WFM (Work Force Management) single user subscription  | \$ 37.48          | \$ 40.00      |
| C9CR-QM-S-1                   | C9CR-QMSetup-1                  | Active | Calabrio QM (Quality Management) single user subscription  | \$ 31.36          | \$ 40.00      |
| C9CR-ComplianceRecording-S-1  | C9CR-ComplianceRecordingSetup-1 | Active | Calabrio Compliance Recording single user subscription   | \$ 19.92          | \$ 40.00      |
| C9CR-AQM-S-1                  | C9CR-AQMSetup-1                 | Active | Calabrio Call Recording AQM (Advanced Quality Management) single user subscription   | \$ 37.48          | \$ 40.00      |
| C9CR-WFOBundle1-B-1           | C9CR-WFOBundle1Setup-B-1        | Active | Calabrio Workforce Optimization Bundle 1 with QM/WFM, single user subscription   | \$ 59.95          | \$ 60.00      |
| C9CR-WFOBundle2-B-1           | C9CR-WFOBundle2Setup-B-1        | Active | Calabrio Workforce Optimization Bundle 2 with AQM/WFM, single user subscription  | \$ 65.26          | \$ 70.00      |
| C9CR-WFOBundle3-B-1           | C9CR-WFOBundle3Setup-B-1        | Active | Calabrio Workforce Optimization Bundle 3 with AQM/WFM/SA, single user subscription   | \$ 92.63          | \$ 90.00      |

**Prices and SKUs based on 3 year Subscription**

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| Collab9 SKU                  | Setup SKU                    | Status        | Description  | Monthly Recurring Charges (MRC) |              | One-time Fees |
|------------------------------|------------------------------|---------------|--|---------------------------------|--------------|---------------|
|                              |                              |               |  | MSRP                            | MSRP         | MSRP          |
| C9TE-DID-1                   |                              | Active        | Single Direct Inward Dial (DID) Number   | \$                              | 0.63         | \$ -          |
| C9TE-DIDActivation-1         | C9TE-DIDActivation-1         | Active        | Single Direct Inward Dial (DID) Activation   | \$                              | -            | \$ 8.42       |
| C9TE-DIDDisconnect-1         | C9TE-DIDDisconnect-1         | Active        | Single Direct Inward Dial (DID) Disconnect   | \$                              | -            | \$ 8.42       |
| C9TE-DID-E911-1              |                              | Active        | Mandatory E911 Addon for Single Direct Inward Dial (DID) Number  | \$                              | 1.05         | \$ -          |
| C9TE-DID-E911Activation-1    | C9TE-DID-E911Activation-1    | Active        | Mandatory E911 Addon for Single Direct Inward Dial (DID) Activation  | \$                              | -            | \$ 1.40       |
| C9TE-TollFree-1              |                              | Active        | Single Toll Free Number  | \$                              | 1.40         | \$ -          |
| C9TE-TollFreeActivation-1    | C9TE-TollFreeActivation-1    | Active        | Single Toll Free Activation  | \$                              | -            | \$ 7.02       |
| C9TE-TollFreeDisconnection-1 | C9TE-TollFreeDisconnection-1 | Active        | Single Toll Free Disconnection   | \$                              | -            | \$ 7.02       |
| C9TE-LNP-S-1                 | C9TE-LNP-S-1                 | Active        | Line Number Porting per DID for 1 - 49 DIDs (Standard)   | \$                              | -            | \$ 8.42       |
| C9TE-LNP-P-1                 | C9TE-LNP-P-1                 | Active        | Line Number Porting per DID for 50 and greater DIDs (Project)  | \$                              | -            | \$ 6.32       |
| C9TE-LNPCancellation-S-1     | C9TE-LNPCancellation-S-1     | Active        | Line Number Porting Cancellation per DID > 48 Hrs  | \$                              | -            | \$ 8.42       |
| C9TE-LNPCancellation-P-1     | C9TE-LNPCancellation-P-1     | Active        | Line Number Porting Cancellation per DID < 48 Hrs  | \$                              | -            | \$ 105.26     |
| C9TE-SnapBacks-1             | C9TE-SnapBacks-1             | Active        | DID SnapBack (Per DID)   | \$                              | -            | \$ 561.40     |
| C9TE-CLISpoofing-1           | C9TE-CLISpoofing-1           | Active        | CLI Spoofing Penalty 1st Instance  | \$                              | -            | \$ 315.79     |
| C9TE-CLISpoofing-2           | C9TE-CLISpoofing-2           | Active        | CLI Spoofing Penalty 2nd or greater Instance   | \$                              | -            | \$ 1,052.63   |
| C9TE-DirectoryAssistance     | C9TE-DirectoryAssistance     | Active        | Directory Assistance   | \$                              | -            | \$ 0.73       |
| C9TE-OperatorAssistance      | C9TE-OperatorAssistance      | Active        | Operator Assistance  | \$                              | -            | \$ 0.81       |
| C9TE-SelectVoice-S-1         |                              | Active        | SelectVoice Standard dedicated call path. Includes 1 dedicated call path, 750 minutes of use, Local and Long Distance in the continental U.S. International dialing charged based on country rates | \$                              | 10.53        | \$ -          |
| <b>C9TE-SelectCall-1</b>     |                              | <b>Active</b> | <b>Unlimited local and long distance dialing in the continental U.S for Single user, includes a DID and E911 Service. International dialing charged based on country rates*</b>                    | \$                              | <b>10.00</b> | \$ -          |
| C9TE- SelectCallSetup-1      | C9TE- SelectCallSetup-1      | Active        | Setup fee for Unlimited local and long distance dialing, DID and E911 service*   | \$                              | -            | \$ 15.00      |
| C9TE-StandardUsage           |                              | Active        | Note: *Includes 750 minutes of use, Local and Long Distance in continental U.S   | \$                              | 0.0119       | \$ -          |
| C9TE-TollFreeUsage           |                              | Active        | Local and Long Distance per minute usage   | \$                              | 0.0561       | \$ -          |
|                              |                              |               | Toll Free per minute usage   | \$                              |              | \$ -          |

# collab<sup>9</sup>, Inc. Proposal

NASPO ValuePoint Master Agreement  
for Cloud Solutions

Utah Solicitation Number CH16012

March 10, 2016



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## COLLAB9, INC. DISCLAIMER

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Collab9, Inc. (“Contractor”) has conducted an initial review of the Request for Proposal (the “RFP”) issued by the State of Utah (“Lead State”), in conjunction with NASPO ValuePoint.

Contractor understands and acknowledges that the Lead State is subject to State of Utah requirements and law. Contractor requests that, to the extent permitted under Utah law, its proprietary and/or confidential information and/or trade secrets provided to the Lead State in connection with this RFP be kept confidential and not be made available to the public. Contractor will mark such information as “proprietary” or “confidential” or “trade secret” or the like. Contractor requests that if the Lead State receives a request for disclosure of Contractor’s proprietary or confidential information, or trade secrets, the Lead State immediately notify Contractor in writing, allow Contractor a reasonable opportunity to take action to seek to prevent such disclosure, and not disclose such information pending resolution of such Contractor actions.

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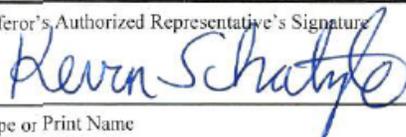
*Section Title: RFP Signature Page*

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## State of Utah Signature Page



### State of Utah Vendor Information Form

|   |  |  |  |  |                               |
|---|--|--|--|--|-------------------------------|
| Legal Company Name (include d/b/a if applicable)<br><b>collab9, Inc</b>   |  | Federal Tax Identification Number<br><b>95-4650291</b> |  | State of Utah Sales Tax ID Number<br><b>11787726-002-STC</b> |                               |
| Ordering Address<br><b>18701 S. Figueroa St., Suite 300</b>   |  |  | City<br><b>Gardena</b>                                 | State<br><b>CA</b>   | Zip Code<br><b>90248-4506</b> |
| Remittance Address (if different from ordering address)<br><b>SAME</b>  |  |  | City   | State  | Zip Code                      |
| Type <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Government<br><input checked="" type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non-Profit Corporation |  |  | Company Contact Person<br><b>KEVIN SCHATZLE</b>        |  |                               |
| Telephone Number (include area code)<br><b>424-286-2333 or (303)887-1717</b>  |  |  | Fax Number (include area code)<br><b>(310)258-2397</b> |  |                               |
| Company's Internet Web Address<br><b>www.collab9.com</b>  |  |  | Email Address<br><b>KSCHATZLE@COLLAB9.COM</b>          |  |                               |
| Offeror's Authorized Representative's Signature<br>  |  |  |  |  |                               |
| Type or Print Name<br><b>KEVIN SCHATZLE</b>   |  |  |  |  |                               |
| Position or Title of Authorized Representative<br><b>CEO</b>  |  |  |  |  |                               |
| Date:<br><b>2/25/16</b>   |  |  |  |  |                               |

---

*Section Title: Executive Summary*

---

## **Collab9 Executive Summary NASPO**

Collab9 is a provider of secure hosted voice and collaboration services, based on Cisco infrastructure, which includes FIPS 200 and NIST 800-53 compliant voice, video and collaboration services for U.S. public sector customers. The hosted service is available exclusively through Cisco's qualified North American sales channel, government prime contractors, and telecom service providers to federal, state and local government and education customers.

Collab9 leadership believes its hosted voice, video and collaboration solution is an important cloud offering for the NASPO Participating Entities. This solution is the next logical step for organizations that are already in the cloud for email and desktop applications with Microsoft and Google and wish to further increase their cost savings with additional cloud adoption.

### **Solution Overview**

Collab9's Secure Hosted Voice and Collaboration Services bundle voice, voicemail, video, audio conferencing, unified messaging, presence and chat applications in one subscription package, for one predictable monthly fee. The Standard offering supports up to 10 devices per user, including Apple and Android mobile devices, as well as traditional PC-based softphones and video endpoints. It integrates with Microsoft Office 365, Exchange, Google Gmail, existing Cisco and non-Cisco VoIP deployments, WebEx and Cisco's new Spark application.

Collab9's secure hosted voice and collaboration services also integrate with new and existing network infrastructure serviced by the local and long-distance carriers NASPO entities may have under contract, including: AT&T, CenturyLink, Verizon, Level 3 Communications and most local exchange carriers. Collab9 is also an FCC-registered interconnected VoIP service provider that can offer Internet, MPLS and PSTN connectivity bundled with its offering. Collab9's voice and collaboration service is hosted in SSAE 16-certified, redundant datacenters in Los Angeles and Chicago. As such, collab9's robust solution architecture is uniquely designed to meet the security, capacity and performance needs of the larger entities serviced by the NASPO contract.

### **Solution Benefits**

Cisco is considered the global leader in voice and collaboration technology. The hosted voice and collaboration services offered by collab9 is based on this technology which is under continuous development by Cisco. As such, it leverages the latest features and technology available in the marketplace today and integrates with Cisco's recently announced ground breaking technology Spark.

Collab9's government secure hosted voice and collaboration services offer government customers the following benefits:

- Industry-leading functionality, scalability, quality of service (QoS) and reliability of Cisco infrastructure (as validated by Cisco's recognition in the Gartner Magic Quadrant)
- Distribution through numerous local, regional and national contractors (fulfillment partners)
- Rapid deployment
- Updates and upgrades at no additional cost
- Substantial time and cost savings over traditional deployment models
- Highest quality and the most scalable enterprise voice solution to complement Microsoft and Google email and application offerings
- Accelerates government efficiency and mobility initiatives
- Enables softphones as optional replacements for expensive handsets
- A full stack of complementary add-on solutions, including Contact Center, Emergency Responder, call recording, record retention and web meetings

- Numerous local/on-site disaster recovery options

### **Collab9 Security and FedRAMP Authorization**

In Spring 2014, collab9 began the FedRAMP authorization process for its hosted voice and collaboration solution – as required of all cloud services contracted by federal agencies. In January 2016, the company obtained Federal Communications Commission (FCC) sponsorship for its in process FedRAMP authorization (ref: FedRAMP.gov). Several large federal agencies are currently considering the solution in various deployment models.

As of March 2016, collab9 is the only provider featured on the FedRAMP website for one of the most widely adopted IT services – VoIP and collaboration. Once collab9 achieves FedRAMP authorization and an ATO (authority to operate) from the FCC, it will undergo continuous monitoring and NIST compliance reporting as a standard part of FedRAMP certification.

The substantial measures collab9 has taken to meet NIST 800-53 standards can also apply to agencies that are subject to CJIS and HIPAA regulation. Not only does collab9 meet the NIST requirements set forth by NASPO, it is currently the only voice and collaboration provider with FedRAMP agency sponsorship. As such, collab9's solution is emerging as the preferred voice and collaboration offering for the public sector.

### **Collab9 Fulfillment Partners**

As of March 2016, collab9's secure hosted voice and collaboration services are offered by over fifty (50) managed service providers, VARs, Service Providers and System Integrators in the U.S. Several of these large companies would offer collab9's services as a fulfillment partner, if collab9 were awarded the NASPO ValuePoint contract. This vast fulfillment partner base would help address the geographic reach and diverse requirements of Participating NASPO Entities. For further customization, white labelled services are available to NASPO.

### **NASPO Consideration**

NIST 800-53 and FedRAMP compliant cloud-based voice and collaboration systems are new to the marketplace. As previously stated, based on the FedRAMP.gov website, collab9 is the only voice and collaboration provider in the process of obtaining FedRAMP agency authorization. As this process typically takes between one (1) and three (3) years, only now is collab9's solution starting to gain customer adoption. As a result, collab9 does not have the long-standing public sector agency reference sought in the RFP. However, the following differentiators can serve as the equivalent to such a reference, given the stringent evaluation processes that were involved:

- FedRAMP sponsorship by the FCC
- Broad range of contractors and service providers who are bringing the solution to market
- collab9's unique recognition as the only voice and collaboration provider in the process of obtaining FedRAMP agency authorization

Given these qualifications as well as the solution benefits and features that will be further detailed in this document, collab9's voice and collaboration solution is uniquely qualified to meet NASPO ValuePoint's criteria for cloud solutions utilized by its Participating Entities.

---

*Section Title: Mandatory  
Minimums*

---

## 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.

March 10, 2016

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

Mr. Hughes,

Collab9, Inc. is excited at the opportunity to respond to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. Collab9 understands that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

Collab9's proposal has been written and compiled internally, utilizing every department within its organization, including the executive, engineering, sales, legal, marketing, and financial teams. The following staff members contributed to collab9's proposal: Kevin Schatzle, CEO; Mustafa Baig, Director of Engineering and Network Operations; Daniel Alfano, Director of Operations; Matt Presson, CAPM Project Manager; Joseph Barnas, Director of Sales; David Coleman, Business Development Manager; Syed Qasim, Chief of Staff; Bryan Birchfield, Pre-Sales Engineer; Munazzah Mehdi, Pre-Sales Engineer; Nancy Thuvanuti, Marketing Director; Peta Gorshel, General Counsel; and Gina Lim, Financial Director.

Collab9 is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Accordingly, collab9 acknowledges that a one-quarter percent (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.

Collab9 provides secure hosted voice and collaboration services via a SaaS model deployed over a Public cloud, and it is capable of storing and securing FedRAMP Moderate Risk Data. Currently, collab9 is finalizing its FedRAMP Moderate certification, which incorporates NIST standards as a FedRAMP subset, in conjunction with the FCC and FedRAMP Joint Authorization Board (JAB). Verification of this process is available on the FedRAMP.gov website.

Thank you for considering collab9 as a cloud service provider.

Sincerely,

Kevin Schatzle, CEO  
collab9, Inc.  
18701 S. Figueroa Street, Suite 300  
Gardena, CA 90248-4506

### 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.

#### 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.

Collab9  
Offeror \_\_\_\_\_  
Representative Signature *Kevin Schultz* \_\_\_\_\_

## 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.

If awarded a contract, collab9 will provide a Usage Report Administrator responsible for the quarterly sales reporting described as 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.

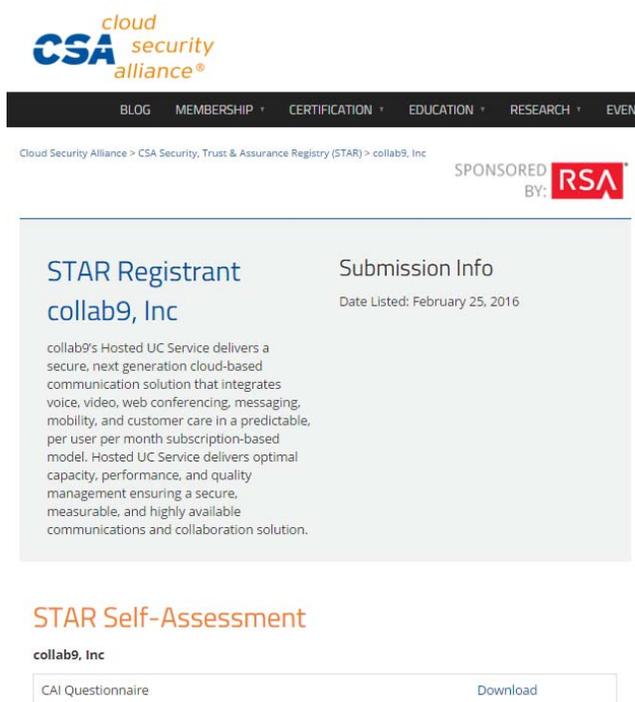
Collab9 agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading ordering instructions, if awarded a contract.

- 5.5.3. Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment<sup>1</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**.

Collab9 has submitted its Census Assessments Initiative Questionnaire (CAIQ) to Cloud Security Alliance as of February 25th 2016, screenshot from Cloud Security Alliance's website provided below as evidence of submission.

The CAIQ and CCM forms for collab9 have been attached separately titled:

1. Section 5.5.3. Response - Collab9 CAIQ v3 0 1-09-16-2014.xlsx
2. Section 5.5.3. Response - Collab9 CSA\_CCM\_v3.0.1-09-16-2014.xlsx



The screenshot shows the CSA STAR Registry website. At the top is the CSA logo (cloud security alliance) and a navigation menu with links for BLOG, MEMBERSHIP, CERTIFICATION, EDUCATION, RESEARCH, and EVENT. Below the menu is the breadcrumb trail: Cloud Security Alliance > CSA Security, Trust & Assurance Registry (STAR) > collab9, Inc. To the right, it says SPONSORED BY: RSA. The main content area is divided into two columns: STAR Registrant (collab9, Inc) and Submission Info (Date Listed: February 25, 2016). Under the STAR Registrant column, there is a description of collab9's Hosted UC Service. Below this, there is a section titled STAR Self-Assessment for collab9, Inc, with a table containing a row for CAI Questionnaire and a Download button.

<sup>1</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.

- 5.5.4. Offeror, as part of its proposal, must provide a sample of its Service Level Agreement<sup>2</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.

[Please see collab9's Service Level Agreement below.](#)

---

<sup>2</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.

## Sample Service Level Agreement

This is the Service Level Agreement for Contractor's hosted voice and collaboration services and supplements the NASPO ValuePoint Master Agreement Terms and Conditions ("Master Agreement") executed by the Customer.

### **1. Contractor Voice Availability goal:**

Components Included: Contractor-hosted Cisco Unified Communications Manager, Cisco Unity Connection, and Cisco Unified Presence.

Components Not Included: Services/equipment not provided by Contractor, such as Customer-supplied hardware, Customer's network and broadband connectivity, Customer's PSTN and long-distance carrier services.

This SLA only governs customers within the United States.

Voice Availability goal is shown in this table:

|                         |        |
|-------------------------|--------|
| Voice Availability Goal | 99.92% |
|-------------------------|--------|

Voice Availability measurements: Voice availability is based on downtime that exists when Customer is unable to make/receive voice calls using the Service.

Downtime is measured from the time a trouble ticket is opened in Contractor's ticketing system to when the affected Customer's service is restored to the level where the Customer is able to make/receive voice calls using the Service. The trouble ticket must be opened while Customer is experiencing the service problem.

Downtime does not include system maintenance activities or circumstances outside Contractor's control, such as interruptions of service caused by intermediary service providers; client-site electrical outages; failure or malfunction of equipment not owned or controlled by collab9; acts, negligence, or non-responsiveness on the part of the Customer or its contractors; and other forms of force majeure.

Contractor will require Customer local site contact's assistance with physical replacement of equipment and to carry out instructions for replacement equipment configuration. All instructions will be provided in English.

Neither Voice Availability measurements nor downtime calculations apply to Voice Quality.

### **2. Voice Availability remedies:**

Customer must make a written request to Contractor for the credit within five (5) business days of the last day of the month in which Voice Availability downtime occurred.

To qualify for credits, the outage must be deemed a Major Service Outage, which is defined as a service outage condition causing major service disruption to the Customer for which a trouble ticket is open.

The maximum credits given for a specific outage will not exceed twenty-five percent (25%) of the monthly recurring charges (MRC) for the affected services.

Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected must be identified in the original ticket.

Subject to the foregoing limitations, Customer qualifies for a credit as shown in the table below, prorated by the per-seat MRC of the affected users, up to the maximums indicated in this section:

| Major Service Outage downtime | Amount of credit based on affected user prorated MRC |
|-------------------------------|--|
| 10 to 60 minutes              | 5%   |
| 1 Hour to 2 Hours             | 10%  |
| 2 Hours to 4 Hours            | 15%  |
| 4 Hours to 8 Hours            | 20%  |
| Over 8 Hours                  | 25%  |

**3. Customer-provided Customer premises Equipment:**

For Customer-provided Customer premises equipment for use by Customer solely with Contractor Services, Contractor will assist in diagnosing and resolving issues using best efforts.

Should Customer equipment need replacement, Contractor will notify Customer of its inability to assist with repairs, and Customer should replace the equipment accordingly.

Restoration of Service contingent upon Customer-owned equipment replacement does not apply to Contractor Availability goal or downtime calculations.

**4. Language Support:**

Contractor answers user calls and support calls in English only. Multiple language support is not offered at this time.

**5. Maintenance:**

Contractor system maintenance performed within this agreement is categorized as either “Regular Maintenance” or “Emergency Maintenance.”

Regular Maintenance refers to hardware, software, and system configuration changes/upgrades to improve performance, increase capacity, and/or promote security. Regular Maintenance may temporarily degrade the quality of the Service and it may cause outages. Such effects related to Regular Maintenance will not give rise to service credits under this SLA. Regular Maintenance can be performed any evening between the hours of 10:00 P.M. and 4:00 A.M. Pacific.

Emergency Maintenance refers to efforts to correct Contractor infrastructure conditions likely to cause a severe degradation in service and/or material service outage, thereby requiring immediate attention. Emergency Maintenance may degrade the quality of the Service and it may cause outages. Such effects related to Emergency Maintenance will not give rise to service credits under this SLA. Contractor may undertake Emergency Maintenance at any time deemed necessary and will provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances.

#### **6. Service Credit Exceptions; Maximum Credit:**

Service credits will not be available in cases where the goal is not met as a result of: (a) the negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, without limitation, Customer's failure to comply with terms of Service Exhibit; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculations of SLAs; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Contractor; (c) circumstances or causes beyond the control of Contractor, including instances of force majeure; (d) service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Contractor with accurate, current contact information; or (f) Customer's failure to provide Contractor with remote and/or on-site access to covered devices.

If Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer shall be entitled to receive only the highest maximum single credit availability for such event (e.g., Customer will not be entitled to "double credits"). Credits may not exceed one hundred percent (100%) of the monthly fee for the affected service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

#### 5.6. RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS

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.

Collab9 acknowledges if awarded a contract under the RFP it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

---

***Section Title: Business Profile***

---

## 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.**

In March 2014, collab9 was a DBA of En Pointe Technologies Sales, Inc. (“En Pointe”)—a billion-dollar national VAR that had been a major supplier to WSCA/NASPO, and many other state and local customers, for over twenty (20) years. En Pointe positioned collab9 as an end-to-end Cisco, hosted voice and collaboration solution that could obtain FedRAMP authorization and pursue U.S. public sector business through Cisco’s North American partner channel. FedRAMP is a GSA program based on FISMA and NIST security requirements for cloud service providers.

In April 2015, En Pointe sold certain assets of its business to PCM, Inc. That sale included many customer contracts, employment agreements, and the En Pointe name and branding. En Pointe remained the same legal business entity but changed its corporate name to collab9, Inc. (collab9) – see Certificate of Amendment for the name change below. It retained the hosted voice and collaboration infrastructure and necessary support staff as its primary line of business, and it continues to benefit from the financial backing of the long-time En Pointe owner. The company is now a privately held Delaware corporation focused on delivering cloud services to the U.S. public sector. It has twenty-five (25) employees and has enjoyed a ninety percent (90%) employee retention rate over the last two (2) years.

Collab9 is unaware of any other cloud providers offering FedRAMP-compliant hosted voice and collaboration services, and therefore it seeks an exception to the business experience requirements defined in this section.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EN POINTE TECHNOLOGIES SALES, INC.", CHANGING ITS NAME FROM "EN POINTE TECHNOLOGIES SALES, INC." TO "COLLAB9, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2015, AT 10:47 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2772959 8100

150366782

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2205862

DATE: 03-17-15

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:17 AM 03/17/2015  
FILED 10:47 AM 03/17/2015  
SRV 150366782 - 2772959 FILE

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of  
En Pointe Technologies Sales, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED,** that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " 1 " so that, as amended, said Article shall be and read as follows:

The name of this Corporation is collab9, Inc.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** said corporation has caused this certificate to be signed this 16 day of March, 2015.

By:   
Authorized Officer

Title: Attiazaz M. Din

Name: CEO  
Print or Type

## 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.

As stated in the Executive Summary, a hosted voice and collaboration service meeting the NIST-based FedRAMP requirements is not yet available in the marketplace. Collab9 has been in process of obtaining this authorization for two (2) years—a common experience for cloud service providers seeking an Authority to Operate (ATO) from the Joint Advisory Board. The Federal Communications Commission (FCC) agreed in January 2016 to sponsor collab9's application for an Agency ATO.

Collab9's production infrastructure operates in accordance with FedRAMP-mandated NIST security and privacy controls for cloud providers and has a capacity of 30,000 seats that can scale to 1,000,000 without requiring changes to the basic architecture. Collab9 has over fifty (50) reseller contracts, including some with the largest providers in the public sector marketplace, and it is starting to make significant progress within organizations previously held off by the lengthy FedRAMP process.

Collab9 currently has two (2) small government customers: One a Public/Private Research Grant and the other Colorado Department of Higher Education. Collab9 is in active discussions with several other agencies in both the civilian and DoD sectors in anticipation of securing an ATO in June 2016. Collab9 believes its hosted telephony solution is an essential offering for schools, hospitals, cities, counties, and states, and that it belongs on the NASPO contract.

Kevin Schatzle, CEO of collab9 and one of the En Pointe founders, is extremely familiar with WSCA/NASPO and state, local, and education customers, having run these lines of business for En Pointe since 1993, and before that while managing the Los Angeles County procurement contract for another reseller from 1989–1993.

Collab9 would like the NASPO evaluation team to heavily factor in collab9's strong financials, its advanced progress within the FedRAMP program, and its many public sector fulfillment partners that have already contracted with collab9 to resell its enterprise-class hosted voice and collaboration services based on proven Cisco technology.

### 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.

[Audited Financial Statements of Collab9, Inc. \(formerly En Pointe Technologies Sales, Inc.\) for the Fiscal Year Ended September 30, 2014 and September 30, 2013 are attached separately. Please see document titled: "Section 6.3. Collab9, Inc. \(formerly En Pointe Technologies Sales, Inc.\) - Audited Financial Statements FY 2013-14.pdf."](#) These financials are attached separately because they have been identified by collab9 as confidential in accordance with The Claim of Business Confidentiality Form referenced in section 3.13 of the RFP and provided below.

**CLAIM OF BUSINESS CONFIDENTIALITY**

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, \_\_\_\_\_ (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".**

- Non-public financial statements
- Specific employee name and contact information
- Specific customer information, client lists, or subscription lists
- Other (specify): \_\_\_\_\_

This claim is asserted because this information requires protection as it includes:

- trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).
- 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; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

| Page | Paragraph | Reason   |
|------|-----------|--|
| 26   | 2         | <i>These are financial statements of a private company</i> |
|      |           |  |
|      |           |  |
|      |           |  |

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: *J. Grant*  
 On behalf of (company): *Collab9 Inc.*  
 Date: *3/9/2016*

(Revision 6/4/2015)

### **Dunn and Bradstreet Rating**

Collab9, Inc.'s Dunn and Bradstreet (D&B) Number is 78-7321483 and its current rating is 1R4.

### **NOTE:**

Collab9, Inc.'s credit rating of 1R4 is not an accurate reflection of collab9's current financial position. This is due to the changes in collab9's business stemming from the 2015 transaction with PCM, Inc. Accordingly, several weeks ago, we requested a new and current rating from Dunn & Bradstreet, explaining to them that the current rating is based on outdated financial information and was therefore no longer an accurate reflection of collab9's current financial standing. We immediately gave D&B updated (unaudited) financials and all other information necessary for them to assess the current rating. Although we requested the new rating on an expedited basis, we were informed that D&B is obliged to first complete its due diligence review process, which normally takes up to ten weeks. Despite our best efforts to expedite the matter, the revised D&B rating is not yet available. We anticipate that when our current unaudited financials are reviewed by Dunn & Bradstreet and a new report is issued, we will see an improvement in our rating, based on an accurate representation of our recent financials.

#### 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.

Collab9's secure hosted voice and collaboration service is based on the latest technology by Cisco, the number one VoIP provider in the world. The generalized supported applications are:

- Voice
- Point-to-Point Video
- Mobility and Bring Your Own Device (Jabber)
- Contact Center
- Web and Audio Conferencing
- IM and Presence
- Integration to Google Apps and Microsoft Skype for Business
- Call Recording, IVR, Paging and ACD
- Emergency Responder

This solution is Multi-Tenant and Multi-Customer in nature meaning that each instance of Call Management software and Unity connections are dedicated to that specific customer and not shared across multiple customers. Leveraging Cisco's technology means that the solution has garnered global acceptance. The solution can be provisioned in Public cloud environment.

Collab9 is the only hosted voice and collaboration cloud provider listed on the fedramp.gov website with federal agency sponsorship, and the solution meets the NIST requirements set forth by NASPO. As a result, collab9's solution is emerging as the preferred hosted collaboration offering for the public sector and is being resold by over fifty (50) managed service providers, and system integrators. Several of these large companies plan to include collab9's service in their NASPO RFP responses. Because state, local and education entities are geographically diverse and very numerous, collab9 will also bid its solution directly and through a few of its larger partners using the definition of "fulfillment partners" to service the marketplace.

Collab9's FedRAMP authorization is in process, sponsored by the Federal Communication Commission (FCC). As such, the collab9 FedRAMP offering is relatively new in the marketplace. There are other commercial customers that have and are implementing collab9 secure hosted voice and collaboration 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.

Collab9's production infrastructure operates in accordance with FedRAMP-mandated NIST security and privacy controls for cloud providers. During its initial authorization process, collab9 must not only demonstrate compliance with over 300 individual security controls, it must also successfully complete an audit performed by an accredited independent assessor, or third-party assessment organization (3PAO). Collab9 will also use a 3PAO as part of its continuous monitoring program. Through the continuous monitoring program, collab9 will require the 3PAO to scan the entire infrastructure for vulnerabilities annually. As far as the datacenter facilities are concerned, collab9 hosts its infrastructure leveraging Equinix datacenters that are SSAE 16 SOC-1 Type II and SOC-2 Type II compliant.

#### 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.

Billing for the collab9 solution will be done by collab9 or if NASPO prefers by the fulfillment partner. Billing for subscription packages is monthly in advance. Collab9 publishes Public sector pricing on its website. NASPO will be eligible for an additional discount per Attachment G of the RFP included with the Cost Proposal.

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

Typical cost impacts that the Purchasing Entity might need to consider while implementing collab9's solution include:

- Cisco IP phones and video end-points
- PSTN or local and long-distance dialing
- Switching infrastructure if current LAN does not support QoS, PoE, or VoIP on converged network
- Power supplies for IP phones if PoE is not available on LAN
- Circuit costs for connectivity to collab9 datacenters
- Hardware for termination of MPLS or IPsec VPN
- Professional services for installation of required hardware and IP phones
- Professional services for configuration or upgrade of existing LAN to support cloud service
- Professional services for Call Center script development
- Managed services for ongoing on-site and/or Tier 1 help desk support

- 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.

Collab9's secure hosted voice and collaboration solution is offered as a SaaS service via a Public cloud deployment model. Detailed information on compliance

with NIST 800-145 definitions for cloud computing can be found under collab9's response to Section 8.1.

## 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.

Collab9's secure hosted voice and collaboration services are offered to the participating entities as a SaaS service. Offered services are delivered via a public cloud deployment model. Collab9's services are delivered on a per user subscription basis.

These services integrate collaboration capabilities such as IP voice, video, presence, instant messaging, web conferencing, shared desktops and video conferencing, desktop and mobile IP telephony, emergency 911 (E911), auto attendant, single number reach (SNR) for IP desktop and mobile phones and integration with enterprise and custom-developed applications.

The service suite consists of four packages, as follows:

- **Essential:** Delivers Basic IP communications service including voice. Designed to support analog phones and faxes as well as basic IP phones.
- **Basic:** Entry-level IP Communications service including voice and instant messaging with optional add-on for voicemail.
- **Foundation:** Delivers comprehensive unified communications and video collaboration with enterprise-class presence and instant messaging on the desktop. Additional collaboration features include phone presence on compatible phones, single number reach, extension mobility and support for the full range of Cisco IP phones and TelePresence devices. Enterprise voicemail is available as an add-on.
- **Standard:** Collaboration Standard builds on the Foundation subscription and provides integration for iOS and Android mobile devices as well as a fully featured soft-phone client for Windows and Mac. Collaboration Standard subscribers are entitled to ten (10) individual devices and voicemail is included.

In addition to its subscription packages, collab9 also provides the following services:

1. **Contact Center Express:** Cisco® Unified Contact Center Express (Unified CCX) solution supports up to 400 agents, powerful agent-based services and fully integrated self-service applications, including automatic call distributor (ACD), interactive voice response (IVR), and computer telephony integration (CTI). Collab9 also supports Database and CRM integration.
2. **Call Recording:** Collab9's call recording solution can record one hundred percent (100%) of your calls for compliance, archive them efficiently, and enable the participating entity to find specific calls quickly and easily. Recording captures and stores each phone transaction securely to protect private data and comply with

industry regulations. Recording files are encrypted and can be kept on a need-to-know basis by restricting playback access to authorized users or roles. Suitable for both IP Telephony users and contact Center agents.

3. **Unified Attendant Console:** Unified Attendant Console Advanced delivers standard attendant console functions such as call control, searchable corporate directory, speed dials, and busy lamp field.
4. **Paging:** Advanced product that provides paging capabilities for users to make point-to-point or group pages to and from Cisco IP phones or PA speakers.
5. **IP Fax:** Collab9 provides IP Fax that addresses all the challenges of the previous types of faxing methods with more benefits. Users are able to send and receive faxes via email. Incoming faxes can be routed to individuals or groups.
6. **Cisco Emergency Responder:** Cisco Emergency Responder (CER) provides a real-time location-tracking database and enhanced routing capabilities for IP phones, remote workers and mobile devices. CER provides advanced features beyond standard E911 capabilities, ensuring that emergency calls are routed to the appropriate Public Safety Answering Point (PSAP) for the caller's location. It also helps ensure that the PSAP can identify the caller's location and, if necessary, return the call.
7. **Conferencing:** Flexible audio, video, and web conferencing options to help drive down costs, increase productivity, improve work-life balance, and bring people closer together.
8. **Integration:** Integration with MS Skype for Business (formerly Lync), MS Exchange, MS Office 365, Google Apps, Cisco WebEx and CRM is also supported.
9. **Telecom and PSTN Services:** Collab9 offers a range of PSTN (Public Switched Telephone Network) services including line number portability, DID allocation and reservation, local and long-distance dialing, international dialing, and enhanced emergency call routing (E911). The dedicated SIP trunk aggregation deployment per customer offer flexible routing, security and high-availability. Customers are able to take advantage of central break out (CBO) and combine their inbound/outbound dialing in collab9's cloud service.

#### 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.

Collab9's production infrastructure operates in accordance with FedRAMP-mandated NIST security and privacy controls for cloud providers. During its initial authorization process, collab9 must not only demonstrate compliance with over 300 individual security controls, it must also successfully complete an audit performed by an accredited

independent assessor, or third-party assessment organization (3PAO). Collab9 will also use a 3PAO as part of its continuous monitoring program. Through the continuous monitoring program, collab9 will require the 3PAO to scan the entire infrastructure for vulnerabilities annually.

Under FedRAMP's Access Control family enforcing approved authorizations for controlling the flow of information within the system, collab9 has setup an SSL VPN that allows for remote access into a single remote desktop connection to the terminal server. The SSL VPN Firewall has implemented Access List to deny every port, protocols, and services and allows by exception port 3389/TCP for the Remote Desktop connection. All administrators are provided with an RSA Software token used in combination with a Personal Identification Number (PIN) and user identifier to authenticate into the VPN. Once in the VPN, the administrators establish a remote desktop connection that grants them access to the terminal server. All accounts are managed via the Group Policy Object implementation in the Active Directory. Appropriate privileges have been granted to all remote users and administrators according to their role. No additional remote access is allowed to the collab9 infrastructure.

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*Section Title: Organization Profile*

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## 7.1. (M)(E) 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 Manager: Peta Gorshel, General Counsel  
Tel.: 424-331-1243  
Email: [pgorshel@collab9.com](mailto:pgorshel@collab9.com)  
Work Hours: 8:00 A.M. to 5:00 P.M. Pacific, Mon. through Fri.  
Mailing Address: collab9, Inc.  
18701 S. Figueroa Street, Suite 300  
Gardena, CA 90248-4506

Ms. Gorshel will be the single point of contact for all contractual issues arising from the NASPO ValuePoint Master Agreement.

- 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.

Ms. Gorshel has extensive experience with negotiating, drafting, and managing government IT contacts generally and Cloud Services contracts in particular. Examples of contracts in which she has been closely involved include:

### Government:

- WSCA – Software and Hardware Purchase Agreement and Vendor Subcontracts
- State of Alaska – Software and Hardware Purchase Agreement
- State Colorado – Software and Hardware Purchase Agreement
- City and County of San Francisco – Software and Hardware Purchase Agreement
- ITS42 – West Coast SLED purchasing platform for multiple states
- Los Angeles County Software Purchase Agreement
- State of New Jersey – Software and Hardware Purchase Agreement
- Small Business Administration
- NASA SEWP Award – Software and Hardware Procurement Contract (multiple vendors)
- GSA – Software and Hardware Procurement Contract (multiple vendors)
- State of New York Software and Services Contract (including state-by-state procurement of computer software and services)
- State of Hawaii – Large Lease Agreements under the WSCA contract
- State of Arizona – Large Lease Agreements under the WSCA contract (renewal)
- State of California – Microsoft SLP contract

### Private:

- Cisco Systems, Inc. Hosted Collaboration Solution (HCS) Agreement
- Lockheed Martin Cloud Services Reseller's Agreement
- Presidio Networked Solutions LLC Cloud Services Reseller Agreement
- Tech Data Corporation Master Distribution Agreement
- Westcon Group North America, Inc. Strategic Development Agreement
- Westcon Group North America, Inc. Master Services Agreement
- World Wide Technologies Cloud Services Reseller Agreement
- Zones Cloud Services Reseller Agreement

# RESUME

## Peta Gorshel

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### General Counsel

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More than twenty-five (25) years helping businesses succeed and deals close by resolving the competition among legal, management, and business issues. Start-ups, growth companies, and seasoned enterprises have benefited from my approach to problem solving. IT, Technology, Internet, Marketing, Skin Care, and Advertising are among the fast-paced industries in which I have recognized and reconciled often-competing goals and personalities, with legal and regulatory realities.

General Counsel of regional-, national-, and international-based businesses with broad exposure to transactions, agreements, disputes, regulatory filings, multi-state employment issues, licensing, leasing, and regulatory requirements and government contracts.

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### Key Strengths

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|   |  |
|---|--|
| <b>CONTRACT NEGOTIATING, DRAFTING, AND<br/>MANAGEMENT</b> | <b>SALES, LICENSING, AND DISTRIBUTION<br/>AGREEMENTS</b> |
| <b>TRADE SECRETS, NON-COMPETE<br/>AGREEMENTS</b>          | <b>REQUESTS FOR PROPOSALS</b>                            |
| <b>INTELLECTUAL PROPERTY</b>                              | <b>GOVERNMENT CONTRACTS</b>                              |
| <b>MANAGEMENT SUPPORT</b>                                 | <b>BUSINESS / LEGAL STRATEGY</b>                         |

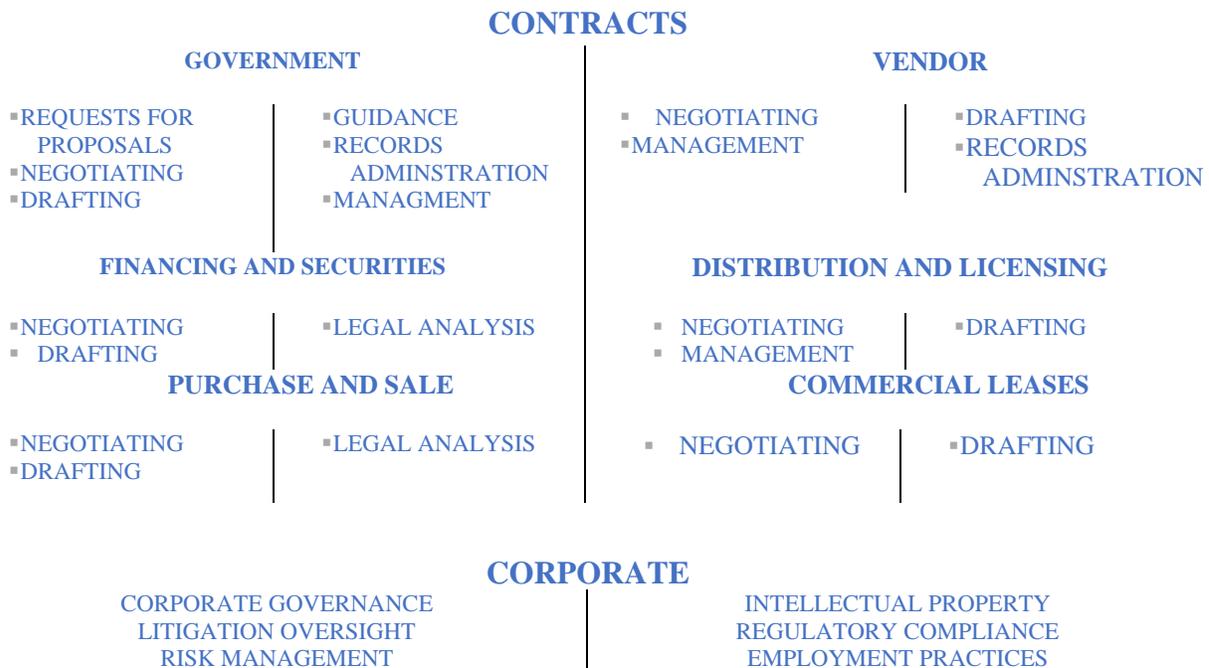
## Career Progression

### **COLLAB9, INC (FORMERLY, EN POINTE TECHNOLOGIES SALES, INC.)**

2013 to present

General Counsel

General Counsel for collab9, Inc., a national technology company that specializes in providing Hosted Cloud Services including cloud-based communication solutions that integrate voice, video, web conferencing, messaging, mobility, and customer care utilizing a subscription-based model. Prior to its April 2015 name change from En Pointe Technologies Sales, Inc. to collab9, Inc., at which time its non-cloud business assets were purchased by PCM, Inc., the company provided IT solutions, managed services and value-added resale (VAR) to large commercial enterprises, federal, state, and local government agencies, and educational institutions nationally. I perform or oversee all legal work for the company, including the negotiation and management of all contracts. My core legal work includes:



### **BUSINESS TALENT GROUP, LLC**

2009 - 2011

## General Counsel

General Counsel for start-up that provided major corporate clients with specialized consultants and senior management personnel through a proprietary network of highly qualified experts across many areas of expertise. Reported directly to founders. Represented the Company in all corporate matters including:

- INTELLECTUAL PROPERTY
- DRAFTING COMPLEX CLIENT
- NEGOTIATING
- PREPARATION OF LEGAL OPINIONS

## SAMOSKA LAW FIRM

2007 – 2009

### Partner

Corporate Partner in Los Angeles law firm representing clients in negotiating and drafting transactional documents including partnership agreements, complex leases, licensing, and agency agreements. Advised corporate clients on legal matters in various areas including, employment law, leasing, licensing, and trademarks.

## DERMALOGICA, INC.

2001 – 2007

### General Counsel

General Counsel for this international skin care products manufacturer and distributor with a presence in over 40 countries. Responsible for all daily legal affairs, including trademark and service-mark acquisition and protection, multiple location lease transactions, international distribution agreements, corporate governance, contract negotiating and drafting. Interacted with executive management in daily corporate affairs.

- Established legal department, Developed new polices for legal compliance.
- Negotiated multiple international distribution agreements and author of domestic agreements
- Reviewed advertising and marketing materials

## **1-800-DENTIST**

1994 - 2000

### CEO and General Counsel

General Counsel for the largest U.S. dental referral service providing advertising for dentists via multiple media.

Established legal department, managed major litigation, handled complex commercial transactions, assisted CEO and management team in day-to-day management of both business and legal issues. Oversaw purchase/sale of two business operations and acquisition of licensed territory. After being promoted to CEO provided strategic direction and daily management over business affairs, legal department, e-Business and human resource functions, with overall responsibility for 200 employees. *Operated core business at record profitability.*

### **H&A COMPUTER SERVICES, INC. San Francisco**

1986 - 1993

General Counsel

General Counsel for this IBM Value-Added Reseller and systems software company that developed software for UNIX-based computers, providing bundled hardware and software solutions to large corporate and governmental clients. Responsible for all corporate matters, including intellectual property, licensing agreements, employment issues, product and technology acquisition. Orchestrated sale of company to Aetna Life & Casualty.

### **WAXOYL A.G. London, England**

1984 - 1986

General Counsel

General Counsel to international organization based in Switzerland that manufactured and distributed car-care products. Responsible for legal affairs of holding company and fourteen subsidiaries in Europe, Asia, Africa and the U.S. Oversaw sale of company in 1986.

### **BOWENS, GARLICKE & BOUSFIELD Johannesburg, South Africa**

1980 - 1983

Associate Attorney

Corporate attorney at this premier law firm representing clients in complex commercial transactions, employment law, intellectual property and international trade. Clients included Bishop Desmond Tutu, World Council of Churches, insurance companies and airlines. Areas of practice included international transactions, mergers and acquisitions, and international litigation. On track to become the first female partner in one of South Africa's most prestigious law firms, but left South Africa because of apartheid policies, taking advantage of offer from international client of the firm, Waxoyl A.G.

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### **Education**

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Bachelors of Laws (L.L.B., *Summa cum Laude*) - Witwatersrand University - Johannesburg, South Africa

Bachelors Degree (Joint Degree Political Science / Law) - Witwatersrand University - Johannesburg, South Africa

- 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.

Peta Gorshel will act as collab9's Contract Manager for the NASPO ValuePoint Master Agreement. Ms. Gorshel is the General Counsel of collab9 Inc. and has substantial and current experience in drafting, negotiating, and managing IT and cloud solution agreements. Her Responsibilities as Contract Manager will include:

- Drafting, evaluating, negotiating and executing all Contracts.
- Serving as the point of contact for customers on contractual matters. Acting as contractual liaison between company and customers.
- Maintaining contractual records and documentation including creation and implementation of control systems for all contract correspondence, customer contact information sheets, contractual changes, status reports and other documents for all projects.
- Providing guidance on contract matters to project managers and other operational staff, including training in contracting practices and procedures for new project managers and other employees.
- Developing and implementing procedures for contract management and administration in compliance with company policies.
- Monitoring compliance with established procedures by company employees.
- Working with Risk Management Finance Departments to ensure compliance with contractual insurance requirements and to ensure adherence to broader finance and risk requirements such as revenue recognition, pricing and discounting policies, export controls, etc.
- Supporting Product Management and Marketing to ensure company products and services are offered with appropriate, competitive terms and conditions.
- Monitoring competitive terms. Monitoring customer satisfaction with our terms and conditions and contracting practices. Recommending procedural or contractual changes to implement company policies.
- Ensuring that contractual terms and conditions are communicated to and understood by all relevant parties to provide contract visibility and awareness for accurate and timely implementation.
- Handling on-going issue and change management.
- Monitoring transaction compliance (milestones, deliverables, invoicing, etc.).
- Overseeing Service Level Agreement Compliance.
- Ensuring contract close-out, extension or renewal.

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*Section Title: Technical Response*

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## 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**.

Collab9's cloud service model is identified as Software as a Service (SaaS) and deployment model is identified as Public Cloud.

- 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.

The collab9 secure hosted voice and collaboration solution satisfies the on-Demand Self-Service characteristic. Collab9's SaaS offering is based on the number of users and features associated to those users. The number of users and features can be modified based on the contractual terms. Through the web-based provisioning portal, authorized users from the entities will be able to add users and features with a secure log-in. Since each entity will have a dedicated instance of each application, they have the capability to add users or features independently. There are two (2) web-based portals: one for administrators and the other for end users.

Authorized administrators would be able to perform basic tasks such as Moves, Adds, Changes and Deletes (MACDs). Administrators would also be able to activate features like single number reach, extension mobility, add user, delete user, move user, add another desk phone or softphone, add hunt group, etc. Through a self-service portal, end users will be able to manage a personal directory, speed dials, their voicemail account, call forwarding, etc.

- 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.

Collab9's cloud service capabilities are provided over network connections that use standard IP-based data and voice transportation mechanisms. This includes using the Internet-based connectivity as well as private dedicated connections such as MPLS or point-to-point circuits. These capabilities comply with the NIST 800-145 broad network access definition of the capabilities being available over the network and accessed through standard mechanism. The network connectivity over

the Internet can be secured using the IPsec-based encryption technologies which is also a standard encryption mechanism.

Users are able to access all the cloud services, offered by collab9, using client platforms including hardware phones, software phones, software chat clients, smartphone clients, tablet clients and desktop/laptop client. All types of clients connect with the service using network connectivity as described earlier and standard IP-based protocols such as SIP (Session Initiation Protocol) and RTP (Real Time Protocol).

- 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.

Collab9 uses a combination of multi-tenancy with multi-customer deployment and redundant datacenters to provide resource pooling with dynamically assigned physical and virtual resources to the customers.

- a. The physical environment is shared and a virtual environment is built to provide the cloud services to the customers. Both the physical and virtual environments are multi-tenant and share all the resources which includes network, compute, storage and memory. The virtualization is based on the VMware vSphere technology which allows both static and dynamic allocation of cloud resources.
- b. Each customer is deployed with dedicated virtual servers, within the virtual environment, across dual redundant datacenters. The virtual servers are provisioned with minimum reserved compute, memory and storage resources and they can dynamically consume more resources based on the workload. The clients are configured to connect to the cloud services across the dual redundant datacenters. The clients maintain connectivity to both the datacenters and can failover from one datacenter to the other datacenter without any user interaction.
- c. The client's connection to the cloud service can connect from any location, over the network and to either one or both the datacenters, which provides a sense of location independence.

- 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.

Collab9 provisions the virtual voice servers for the customers with minimum resource reservations based on number of users. The systems can be elastically provisioned and released as users are added or removed. Additional servers can be rapidly added or removed to increase

or decrease system capacity based on the current customer requirements. Customers are not restricted from provisioning new users. Such changes are facilitated by collab9.

- a. Users can be provisioned or de-provisioned from the provisioning portal without any limits. Bulk loading capabilities can be used to load thousands of end users in short amount of time.
- b. Additional servers can be rapidly added to increase the number of users supported by the system. The new servers sync with existing servers to obtain their configuration and are ready to increase the capacity on short notice.
- c. Inbound and outbound PSTN dialing capacity can be added or removed based on customer needs.
- d. New features such as single number reach or extension mobility can be quickly added or removed for thousands of users using bulk loading and bulk provisioning.
- e. Entire sites can be quickly setup with rapid deployment and removed when not needed.
- f. New sites can be brought up in a matter of hours rather than days.

- 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.

Collab9 provides Measured Services based on the count and type of Subscription bundle. To provide a cost effective solution, collab9 has defined subscription bundles based on features. Each entity would be billed according to the type and count of subscription bundles allotted to them as per their requirement and defined under contractual terms. More users or features could be added as defined in the contractual terms. Reports would be provided to entities with call detail records. Subscription bundles are required on a per user basis. Following is the list of our offerings:

- Voice
- Messaging
- Presence
- Emergency Responder
- Mobility
- Conferencing
- Paging
- Contact Center
- Call Recording

- IP Fax
  - Telecom/PSTN
- 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.

Collab9's cloud solution is offered as a SaaS offering and is in the following subcategory:

- a. Collaboration: For Government entities including federal, state and local. Secured with NIST 800-53 Revision 4 security controls and going through FedRAMP compliance process, the solution offers voice, voicemail, presence, chat, video, conferencing, unified messaging, and mobility access - all considered forms of collaboration.
- 8.1.4. As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of **Attachments C and D**.

Collab9 is willing to comply with all the requirements of Attachment C and D. The solution fits in with Section C definition of SaaS with a subcategory of collaboration. The software applications being offered are a collection of Cisco and other applications as a service. These include Call Manager, Unity Messaging, Contact Center, Emergency Responder and several others. All of these applications are bundled and offered in a seamless subscription-based service to the customers. Collab9 will be consistent with these definitions in our branding and marketing. Under Attachment D, collab9 considers itself "Moderate Risk Data." Although the actual data is only voicemails, usernames, and phone numbers, the loss of availability of the phone system could present a moderate risk as defined. A typical installation mitigates these risks by the deployment of local on-site capabilities that would still allow outbound and inbound dialing.

- 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**.

Collab9 adheres to the NIST SP 800-145 definition of cloud computing set forth in Section C as a SaaS cloud-computing offering with a subcategory of collaboration, as our solution offers a complete service based on hosted voice and collaboration applications. Under Attachment D, collab9 considers itself "Moderate Risk Data." Although the actual data is only voicemails, usernames, and phone numbers, the loss of availability of the phone system could present a moderate risk as defined. A typical installation mitigates these risks by the deployment of local on-site capabilities that would still allow outbound and inbound dialing.

Although providing a comprehensive and customized deployment of VoIP and collaboration services is more complex than provisioning generic infrastructure in the cloud, the service also meets the five (5) essential characteristics as defined by NIST.

1. On Demand Service, once the solution has been deployed authorized users have access to a self-service portal that allows administration and adds, moves and changes,
2. Broad Network Access - the collab9 solution is available over both private and public networks and accessible by cell phones, tablets, and desktop/laptops
3. Resource pooling - the collab9 infrastructure is resource pooled according to the NIST definitions, offering a multi-tenant, multi-customer model where physical infrastructure is shared and virtual infrastructure is dedicated to each unique customer - this model is actually more secure than the standard NIST definition.
4. Rapid elasticity - the collab9 resources allow rapid elasticity, consistent with the NIST definitions, allowing rapid deployment of additional users to the system as consistent growth capacity is always maintained.
5. Measured Service - the collab9 service is offered on the basis of per user per month measured service.

The collab9 solution meets the definition of Public Cloud – The infrastructure is hosted and managed by collab9 in our two (2) redundant datacenters. The Physical infrastructure that hosts the applications is shared by the customers with each customer getting their own virtual instances of the applications and resources.

## 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.

Collab9 does not utilize a direct sales model, it employs a channel-focused indirect reseller model. Collab9 has the ability to supply on-site support directly to customers, although typically, collab9 relies on its value-added resellers to provide such support and installation services when required. This model places the final support and customer interaction in the hands of a local reseller entity that can interact and support each NASPO member entity locally.

Among these fulfillment partners are:

- Lockheed Martin Corporation
- Presidio, Inc.
- World Wide Technology, Inc. (WWT)
- Zones, Inc.
- Global Technology Resources, Inc. (GTRI)
- Iron Bow Technologies
- Cerium Networks
- DISYS Solutions, Inc.
- Call One
- Hawaiian Telcom

Each of these resellers is capable of performing all of the on-site services necessary for the delivery of the collab9 solution. These services include, but are not limited to: network assessments, installations, and Tier 1 support. Each of these partners is also responsible for providing any on-site hardware necessary for the deployment of the collab9 solution.

Letters of Authorization from the partners provided below:

PARTNER LETTERHEAD

March 9, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as authorization to list Lockheed Martin as a Cloud Services Reseller for Collab9 in your proposal to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. In no way shall this authorization be construed to obligate or imply any obligation on the part of Lockheed Martin outside the scope of the Cloud Services Reseller Agreement signed by the parties on July 21, 2015.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

Very truly yours,

**Stupack, Dalton**

Digitally signed by Stupack, Dalton  
DN: dc=com, dc=lmco, dc=us,  
cn=Stupack, Dalton  
Date: 2016.03.09 08:24:35 -08'00'

Dalton Stupack  
Contracts

# PRESIDIO™

Practical thinking for a connected world.

March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

## Which Cloud Strategy is Right for You?

Whether you are looking at hybrid cloud, private cloud, multi-cloud, or SaaS/Managed Services, navigating the myriad of IT enablement options can be daunting.

The cloud presents organizations with significant opportunities to gain efficiency, agility and IT value. However, few can take advantage of these benefits due to a lack of understanding of their own cloud adoption capabilities and maturity.

To utilize cloud resources most effectively it is critical to think strategically about your requirements for both cloud based services and traditional on premise infrastructure.

Whether you are new to the cloud or are already using some cloud capabilities, our fact-based analysis provides you with the tools you need to move forward.

This unbiased approach provides your organization with the insight necessary to inform your cloud decisions and develop operational maturity. Our experts will also provide guidance on cloud provider selection, service procurement, and workload migration.

Our tailored hybrid solutions are designed to meet your unique requirements and enable you to more effectively respond to business needs and user expectations.

# PRESIDIO™

Practical thinking for a connected world.

## Hybrid Cloud Readiness Assessment

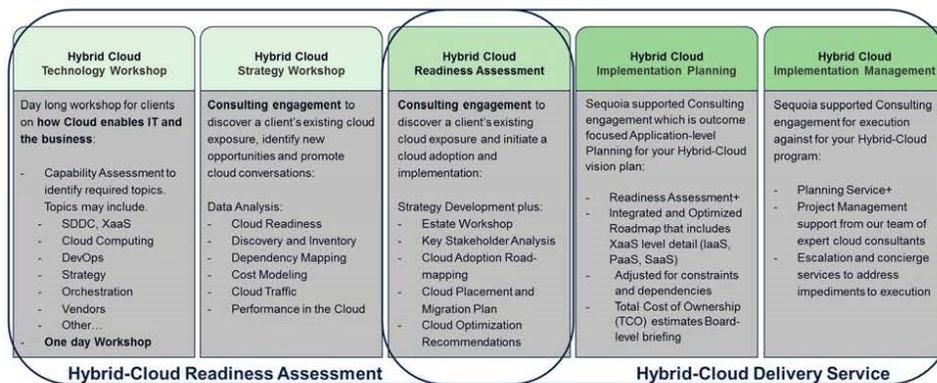
The Hybrid Cloud Readiness Assessment is a consultative engagement designed to evaluate your organization's technology and processes for implementing and adopting cloud services.

This service provides you with guidance and direction for implementing your private, public and hybrid clouds using your own infrastructure or partnering with leading cloud service providers.

The assessment includes:

- Business requirements summary
- Technical requirements summary
- High-level solution architecture
- Cloud adoption recommendations
- Capability development recommendations
- Cloud deployment prioritization
- Estimated TCO and benefits analysis

## Where does HCRA fit in the hybrid cloud adoption lifecycle?



## HCRA Estimated Pricing

Pricing estimated in the following section is based on not to exceed a simple infrastructure (minimal barriers to data collection and analysis) footprint of 500 units which is derived from adding the number of Physical servers (BMs) and the number of Virtual servers (VMs). Pricing for analysis and dependency mapping of larger environments would be incremental based on the size and complexity of the infrastructure (e.g. large highly segmented networks).

Pricing does not include travel or costs related to the electronic collection of infrastructure (tools, resources).

# PRESIDIO™

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## *Hybrid Cloud Technology Workshop (Est. \$10k)*

Customized for your team on how Cloud enables IT Cost optimization. Capability Assessment to identify required topics. Topics may include; XaaS, SDDC, Cloud Computing, DevOps, Strategy, Orchestration, Vendors, Other.

## *Hybrid Cloud Strategy Workshop (Est. \$20k)*

Build a Hybrid Cloud strategy aligned to your 3-5 business goals. Includes the Hybrid Cloud Technology Workshop(s), plus co-developed shared 3-5 year Hybrid Cloud Vision, alignment on your Enterprise Hybrid Cloud Strategy, define an annualized Hybrid Cloud Execution Roadmap and Decision Tree, and identification of Key Hybrid Cloud Performance Metrics to monitor success.

## *Hybrid Cloud Readiness Assessment (Est. \$50k)*

Workshops, Interviews, Data Collection and Analysis to determine readiness to execute your Hybrid Cloud strategy. Includes Hybrid Cloud Strategy Development plus Hybrid Cloud Infrastructure Readiness Assessment, Hybrid Cloud Application Readiness Assessment, Hybrid Cloud Operational Readiness Assessment, and high-level Comparative TCO Analysis.

## *Hybrid Cloud Implementation Planning (Call for pricing)*

Outcome focused detailed Planning that converts your Hybrid Cloud strategy to an actionable portfolio of inter-dependent projects. Includes Hybrid Cloud Readiness Assessment plus integrated and optimized Executable Roadmap adjusted for constraints and dependencies, Detailed Total Cost of Ownership (TCO) analysis, Executive and board-level briefings.

## *Hybrid Cloud Implementation Management (Call for pricing)*

Project Management execution against for your Hybrid Cloud strategy. Includes Implementation Planning plus Project and Program Management support from our team of expert cloud consultants, and Escalation and concierge services to address impediments to execution.

## **Beyond the hybrid cloud adoption lifecycle**

Our mission is to be the market leader in Personalized Cloud and Hybrid IT Services enablement by providing technology agnostic Consulting, Integration and Software Services.

# PRESIDIO™

Practical thinking for a connected world.

## Consulting Services

Strategic workshops and programs exclusively designed for Senior Executive and Cloud Transformation. Our Professional Services team engages with leading our clients to accelerate adoption of advanced technologies and solutions in the cloud ecosystem.

## Integration Services

Practice what we preach with robust skills and experience integrating complex heterogeneous systems that enable cloud adoption and ease of user experience.

## Software Services

Packaged and Custom software solutions development focused on cloud enablement, automation and inter-cloud functionality.

## The Sequoia Vision

With a comprehensive portfolio of cloud services, we help our clients drive innovation and accelerate profits.

Drive adoption of your cloud solutions and services with Sequoia Cloud Solutions. Our cloud services help you plan, build, and run your cloud IT services. With over one hundred Fortune 500 customers and business partners around the globe, we partner with you to deliver scalable solutions that meet the changing demands of your customers.

# SEQUOIA CLOUD SOLUTIONS

PLAN • BUILD • EXECUTE ON ITS VISION & STRATEGY

| Level  | Strategy                         | Converged Infrastructure        | Hybrid IT              | PaaS - DevOps                     |
|--|----------------------------------|---------------------------------|------------------------|-----------------------------------|
| <b>Trusted Coach and Leader</b><br>We Lead, Responsible for your Vision, Roadmap, and Plan | Cloud Transformation             | SDDC Containerization           | Service Brokerage      | Accelerated Continuous Innovation |
|  | Next Generation O/O              |                                 | Open Service Bus       |                                   |
|  | Cloud Optimization               |                                 |                        |                                   |
| <b>Agent of Change</b><br>We help you execute on your Vision, Roadmap, and Plan            | Next Generation Cloud            | Automation / Orchestration      | Managed Cloud Platform | Build Packaging Mastery           |
|  | Cloud Migrations                 | Enterprise OpenStack Deployment | Open Hybrid Services   | DevOps Optimization               |
|  | Cloud Investment and Forecasting | Open Compute                    |                        | QA Automation                     |
| <b>Disruptor</b><br>We help you build your Vision, Roadmap, and Plan                       | Assessments and Roadmap          | Technology Workshop             | PMC Try and Buy        | DevOps Fast Start                 |
|  | Executive Workshops              | Technology Prototype            | Orion Portal           | DevOps Certified Infrastructure   |
|  | Executive Seminars               |                                 |                        |                                   |

# PRESIDIO™

Practical thinking for a connected world.

Consulting Services designed to assess and provide guidance on the business strategy, technology and processes your organization uses to bring its IT products and services to market. The goal of these services is to provide you with the guidance you need to address your critical business imperatives and maximize your internal customer's satisfaction.

Our consulting services give you access to world-class talent to gain the insights your business needs to innovate and drive growth. Sequoia Cloud Solutions offers the following consulting services to help you with your next important initiative:

- Strategic Cloud Advisory Services
- Hybrid Cloud Readiness Assessments
- Cloud Operations Readiness Assessments
- Cloud Application Migrations
- Cloud Program Development
- Service Design and Catalog Implementation
- Cloud Readiness Assessments
- Custom Consulting Programs

## The Sequoia Mission

Our mission is to provide world class professional services to our customers and business partners. We are intensely focused on how we can delight and satisfy our clients again and again. The secret for the positive impact we have on our clients' business and the close relationships we have with them is by providing the expertise and unwavering commitment of a team of world class consultants. Quite simply, we believe the world's best people deliver the world's best results. Our corporate philosophy is built on the ideals of respect for our employees and customers, dedication to excellence and quality, and our commitment to the welfare of humanity. Sequoia provides professional services and consulting for IT companies with complex infrastructure and storage environments requiring cloud solutions. Our team of experts and our innovative approach dramatically accelerates our clients' deployments and improves their return on their IT investment.

## About Sequoia

Sequoia Cloud Solutions is an industry leader in hybrid cloud consulting, software engineering and integration services with a comprehensive portfolio of cloud services.

Sequoia delivers tailored business solutions with confidence and speed. Our consultants help transform the world's leading companies through their deep knowledge of the relevant business issues and technologies. Based on our ability to innovate, lower costs, manage risk and reimagine the future, businesses around the world choose Sequoia.

# PRESIDIO™

Practical thinking for a connected world.

We understand the market drivers that drive profitable growth for our clients in a world of increasing competitiveness and new business models.

The secret for the positive impact that we have on our clients' businesses and the close relationships we have with them is based on the expertise and unwavering commitment of a team of world-class consultants. Our corporate philosophy is simple – the world's best people deliver the world's best results.

- Cloud consulting and development firm headquartered in Campbell, CA
- 5 years old
- Founded by partners formative in cloud development
- ~ 60 people globally
- Purchased by Presidio Network Solutions in 2015

We offer solutions that help our clients create competitive advantages that capitalize on market transitions and accelerate cloud adoption and innovation within their organization.

We are passionate about driving innovation and accelerating profits for our clients and business partners while delivering the highest quality of service in the industry.

Very truly yours,

Michael Papp  
Account Manager



March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Professional and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

**Professional Services**



Adoption  
Services.docx



Strategic  
Sourcing.docx



Supply Chain  
Services and Integra



Lab as a Service  
(LaaS).docx

**Consultation Services**



Management  
Consulting Practice.

Very truly yours,



Dan Goodman  
Regional Manager – US SLED



March 7, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as Collab9's authority to list Zones, Inc. as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a Collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation. Zones capabilities includes expertise in the following areas:

- Managed Services
- Professional Services
- Consultation Services
- Installation Services
- Design Services
- Advanced Cisco Specializations
- Cloud Integration Services
- Extensive Pre & Post-Sales Support
- Cisco Customer Liaison

Very truly yours,



Jim Grass  
President, Public Sector Sales  
Zones, Inc.  
233 S. Wacker Drive, Suite 3640  
Chicago, Illinois 60606  
[www.zones.com](http://www.zones.com)

SEATTLE  
Zones Corporate Headquarters  
1102 15<sup>th</sup> St. SW  
Suite 102  
Auburn, WA 98001-6509  
253.205.3000



Iron Bow Technologies      toll 800.338.8866  
4800 Westfields Boulevard    tel 703.279.3000  
Suite 300                            fax 703.745.1309  
Chantilly, VA 20151              www.ironbow.com

March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as Collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a Collab9 partner, Iron Bow Technologies welcomes the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

- **Managed Services**

Iron Bow Technologies has a successful 30 year history of partnering with organizations to design and implement the right solutions to meet their mission and business needs. Our depth of technical expertise, global reach and strategic partnerships with leading OEMs and technology vendors uniquely positions Iron Bow to target the right solution to ensure successful business outcomes for our customers. Iron Bow provides managed services to our domestic and international customers via two locations in the DC metro area, one west coast office, one office in Hawaii, and several international locations.

Iron Bow provides as-a-service solutions and we maintain a group dedicated to this mission. Our Service Select group specializes in providing managed IT services in areas such as unified communications, video conferencing, desktop and warranty support, telehealth, wireless networking, and cloud computing and storage with these services structured within an as-a-service consumption model.

Additionally, Iron Bow has established ITIL-based U.S. located Client Service Center which simplifies operations by managing, operating and providing 24x7x365 monitoring and support for all the technologies we procure and implement. The Client Service Center follows FISMA and NIST security standards.

- **Professional Services**



Iron Bow Technologies      toll 800.338.8866  
4800 Westfields Boulevard      tel 703.279.3000  
Suite 300      fax 703.745.1309  
Chantilly, VA 20151      www.ironbow.com

The Iron Bow Technologies Client Service Center provides the professional services that our customers need to establish, implement, or maintain their IT infrastructure. These professional services include a U.S. located 24x7x365 help desk, proactive system monitoring, asset management, usage/utilization statistics and reporting, change and configuration management, preventative maintenance, and patch/software updates. The Client Service Center's hours of availability can be made concurrent with our customers' own hours of operation.

These standards of service can be governed via service level agreements (SLAs) and Iron Bow can meet with client leadership to customize SLAs to for their specific needs.

- **Consultation Services**

Iron Bow Technologies employs consultants and technical engineers to work with our customers for any specialized needs or future technology implementations. Our engineers carry certifications such as Cisco's CCNA, CCDA, CCIE, and CCNP as well as other known certifications such as Microsoft's MCSA, MCSE, and MCSD. All of our technical personnel are available to our customers remotely or they can consult our customers in-person should the need arise. For any technologies or issues that we cannot handle in-house, Iron Bow has established relationships with several known vendors and we can bring in their specialized expertise for any new technologies or incident management needs.

Additionally, we can also do staff augmentations to place our personnel directly inside of our customers' organizations to work with them directly and we can even reserve a section of our Client Service Center to handle and support only one particular customer.

- **Other**

Beyond managed services, Iron Bow Technologies is a reseller for several well-known technology vendors such as HP, Dell, Microsoft, and Cisco. Iron Bow can order, store, ship, and track products on behalf of our customers along with providing installation and managed services/post-implementation support for their products. In addition, Iron Bow can set up an ordering and asset management function inside of our customers' IT infrastructure so they themselves can order products, have them shipped, and do their own warranty support should they prefer.

Very truly yours,

Ray Harris  
Vice President and Chief Information Officer, Iron Bow Technologies



*"Our Element is Communication"*

March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

#### ***Managed Services***

Managed services from Cerium Networks allow customers to optimize, change and enhance their communications infrastructure while allowing their internal resources to focus on other key areas within their organization. Customers fully realize the potential of voice, data networking, and unified communication infrastructures by allowing Cerium Networks to deliver operational support through our team of experts, tools, and proven processes.

The key benefits of managed services from Cerium Networks are as follows:

- Redirecting high value resources to critical functions
- Mitigating risk through proactive optimization and support
- Reducing capital expenditures and overall cost of ownership
- Access to external expertise/intellectual property
- Improved operational performance
- Gaining cost predictability
- Leveraging your technology investment through proactive optimization
- Reducing service disruptions and increasing uptime

Specific Managed Services include:

- Proactive optimization and system management
- Alarm monitoring – 24x7x365
- Help desk and unlimited technical assistance

[www.ceriumnetworks.com](http://www.ceriumnetworks.com)

877-4CERIUM

Boise, ID   Portland, OR   Billings, MT   Helena, MT   Missoula, MT   Kennewick, WA   Seattle, WA   Spokane, WA   Manila, PHL



*"Our Element is Communication"*

- On-site technical support
- Customer portal
- On-demand moves, adds, and changes
- Quarterly on-site consultation

### **Professional Services**

IT teams face constant pressure to focus on strategic initiatives and increase productivity while keeping costs low. Cerium has a professional services team that is here to help our customers get the most from their communication systems. The Cerium team is available every step of the way, from assessing customer environments and long-term objectives to designing and implementing custom solutions complete with hands-on training and ongoing support.

As our customers consider new initiatives like cloud, mobility, collaboration, or looking to optimize existing infrastructures, Cerium helps customers by;

- Increasing efficiency and control costs with an end-to-end approach
- Reduces risks by implementing a holistic strategy
- Support innovation by designing and deploying the best solution to fit our customers long term needs – proposing the best solution, regardless of vendor.

Specific Professional Services include:

- Implementation
- Project Management
- Support
- Staff Augmentation
- Training

### **Consultation Services**

New enterprise communications technologies are bringing about a wave of innovation that is changing the competitive dynamic of many industries, but as new technologies go mainstream more quickly, many organizations struggle with a "technology adoption gap."

The reality is that few organizations have the resources and expertise needed to evaluate and integrate the wide range of communications solutions available today.

[www.ceriumnetworks.com](http://www.ceriumnetworks.com)

877-4CERIUM

Boise, ID   Portland, OR   Billings, MT   Helena, MT   Missoula, MT   Kennewick, WA   Seattle, WA   Spokane, WA   Manila, PHL



*"Our Element is Communication"*

Cerium has one of the most experienced professional services organizations focused on the evolution of collaborative communications and supporting infrastructures. Cerium works with our customers to speed both the deployment and ROI of new communication capabilities. Through a broad portfolio of services for both consulting and implementation – Cerium Consultation Services enables our customers to realize the full potential of their investments, reducing communication costs, all while building an infrastructure that drive employee productivity and the all-important customer satisfaction.

Specific Consultation Services include:

- Audit/Assessment
- Design
- Contact Center optimization
- Integration & development
- Network Security
- Wireless
- Monitoring platforms

Thank you for your consideration and we are eager to support collab9 as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint.

Best regards,



Roger Junkermier  
President

**CALLONE**  
SIMPLIFY

March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

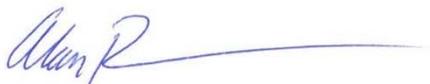
Dear Joe,

Please use this letter as collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

- Managed Services
- Professional Services
- Consultation Services
- Other

Very truly yours,





March 8, 2016

Joseph E. Barnas  
Director of Channels  
Collab9, Inc.  
18701 S. Figueroa St. Suite 300  
Gardena, CA 90248-4506

Dear Joe,

Please use this letter as Collab9's authority to list us as a Value Added Fulfillment Partner in your direct response to the Utah Solicitation Number CH16012 in Conjunction with NASPO ValuePoint. As a Collab9 partner, we welcome the ability to augment your Secure Hosted Collaboration Solution with our Managed, Professional, and Consultation Services.

We look forward to our continued relationship and delivery to the members of NASPO under the above mentioned solicitation.

- **Managed Services**

Hawaiian Telcom offers network, voice, and security managed services delivered from our Network Operations Center (NOC) providing performance and availability monitoring and support desk functions to provide incident, problem, and change management functions to our customers. NOC based services include:

- 24x7 remote monitoring using ICMP and SNMP based toolsets
- Remote troubleshooting and diagnostics
- Management of third party vendor cases as needed
- Remote configuration change management and software upgrades
- Performance and availability reporting

Additionally, Hawaiian Telcom offers optional onsite support and maintenance services with statewide presence in Hawaii including troubleshooting, repair, and replacement of network hardware and collaboration endpoints.

- On-site response with 4 hour or next business day SLAs
- Trouble ticketing and management of third party vendor cases as needed

Supported systems include, but are not limited to Cisco routing, switching, and security devices as well as collaboration servers and endpoints.

- **Professional Services**

Hawaiian Telcom is a Cisco Silver partner with Advanced Collaboration, Enterprise Networks, and Data Center specializations. Our collaboration related professional services include services for all phases of design and deployment of Cisco collaboration solutions.

- **Low Level Design:** Certified Cisco collaboration engineers provide detailed designs to facilitate a smooth and well-conceived transition for our end customers. This includes all aspects of voice deployments including:
  - Network Infrastructure
  - Quality-of-Service
  - Endpoint Selection
  - Call Routing & Dialing Plans
  - Call Flow
  - Voicemail Services
  - Presence
  - Contact Center Functionality
  - System Migration
- **Project Management:** Qualified project managers with broad experience in enterprise voice deployments track project status and milestones, and ensure deliverables are met. This reduces risk and migrations provide a point of communication for customers and technical staff to ensure that transitions are successful.
- **Deployment:** Certified engineers and technicians provide professional installation services throughout the State of Hawaii in accordance with the system design and project timeline. Our personnel are experienced with a variety of deployment environments across verticals including healthcare, financial services, government, hospitality, retail, and small business. Deployment services include staging, installation, and cutover support.
- **Training:** Our trainers provide courses for customer administrators and end-users on the features and benefits of our unified communication systems to ensure a successful adoption upon completion of the deployment.

- **Consultation Services**

Hawaiian Telcom offers consulting services to assist our customers in developing plans and strategies to achieve their business goals and realize the potential of their investments.

- **Assessment:** Hawaiian Telcom offers consulting engagements designed to inventory assets, validate systems against industry and manufacturer best practices, plan for hardware obsolescence, diagnose performance issues, and develop plans for future capacity.
- **Optimization:** Hawaiian Telcom offers ongoing consulting services to ensure networks and collaboration systems remain optimized for collaboration deployments and the customer business requirements. This includes tuning network devices, updating call flows, and implementing advanced collaboration featuresets.

- **Other**

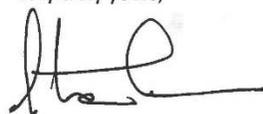
As Hawaii's local ILEC, we can also provide internet services, SIP trunking, and QoS-enabled MPLS network connections as well as traditional PSTN connections for local survivability.

Additional managed services include our managed security services providing a customized managed IDS and SIEM platform to monitor customer networks in real-time against attacks.

Additional professional and consulting services, outside the scope of collaboration deployments, include security assessments and policy consulting, security management, network planning, network optimization, and data center implementation services.

In addition to the services listed above, we have a local hardened data center offering physical and virtual colocation services with a 99.999% uptime SLA on power and environmental controls, a Class 7 clean-room environment rating, and financial grade security including video surveillance, guards, and biometric access controls.

Very truly yours,



Director - Business Sales

- 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.

Collab9 is exclusively procured via a channel partner model. Collab9 fulfillment partners are responsible for the selling of collab9 services along with required hardware and associated maintenance and services to the Participating Entities. Collab9 and its fulfillment partners will provide consultation and advice on supporting hardware and software. It is ultimately up to the Purchasing Entity what additional hardware and services are purchased through the collab9 fulfillment partners. Collab9 provides all SaaS related activities within the datacenters to the NASPO member. Actual customer integration, Tier 2 and Tier 3 support/remediation, as well as any escalation required for problem remediation are handled by collab9. Additionally, collab9 also provides final review and approval of the Purchasing Entity's solution so as to insure compliance to collab9 and Cisco specifications and moreover, Customer Satisfaction (CSAT).

- 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.

All collab9 fulfillment partners are qualified to sell, install, and configure Cisco hardware and software. Any fulfillment partner of collab9 services is certified as either a Cisco Gold or Premier partner with a specialization in collaboration architecture and services.

Collab9 fulfillment partners hold multiple required Cisco certifications related to network security, network design, collaboration architecture, network architecture, system configuration and hardware installation. Additionally, all collab9 partners demonstrate a measurably high level of customer satisfaction and undergo annual audits by Cisco to ensure all requirements are maintained.

Once again, these partners include:

- Lockheed Martin Corporation
- Presidio, Inc.
- World Wide Technology, Inc. (WWT)
- Zones, Inc.
- Global Technology Resources, Inc. (GTRI)
- Iron Bow Technologies
- Cerium Networks
- DISYS Solutions, Inc.

- Call One
- Hawaiian Telcom

### 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;

In the case of certain liabilities, the contract manager defined in Section 7 may be engaged after a data breach. Collab9's main point of contact regarding a data breach, however, would be the internal security team lead defined in Section 8.6.8. Collab9 uses monitoring tools to support and automate its incident handling process. The content of audit records produced by collab9 devices provide vital information used to support investigations into security incidents. Collab9 reports all known or suspected information security incidents/vulnerabilities immediately through email or phone to its internal security team lead. Customer notification times are patterned after federal incident reporting guidelines.

- Response times;

Please refer to Section 8.6.8 for more thorough definitions of the below categories:

1. CATEGORY 1, labeled as "Unauthorized Access:" CUSTOMER NOTIFIED: Within one (1) hour of discovery/detection.
2. CATEGORY 2, labeled as "Denial of Service (DoS):" CUSTOMER NOTIFIED: Within two (2) hours of discovery/detection if the successful attack is still ongoing and the Customer is unable to successfully mitigate activity.
3. CATEGORY 3, labeled as "Malicious Code:" CUSTOMER NOTIFIED: Daily.
4. CATEGORY 4, labeled as "Improper Usage:" CUSTOMER NOTIFIED: Weekly
5. CATEGORY 5, labeled as "Scans/Probes/Attempted access:" CUSTOMER NOTIFIED: Monthly.

- Processes and timelines;

Collab9 notifies each Customer affected by security breach incidents in accordance with applicable laws/regulations and with any specific terms of its Customer service agreement. Please refer to Section 8.6.8.

- Methods of communication and assistance; and

Communication between the Purchasing Entity and the internal security team lead will primarily be via email unless otherwise outlined within any specific terms of its customer service agreement.

- Other information vital to understanding the service you provide.

Not applicable.

- 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.

Collab9 does not engage nor permit its agents to push any adware or marketing to the Participating Entity. However, it does permit its agents to push software to the end users, only to the extent of where it is necessary for service delivery and is part of an upgrade or service enhancement, explicitly authorized by the Participating Entity or under the Master agreement.

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

Collab9 supports demo and pilot programs based on the applications that are part of collab9 secure hosted voice and collaboration subscription bundles. There is no charge for Demo or Pilot environments up to twenty (20) users and for a period up to thirty (30) days. Pilots for periods longer than thirty (30) days also may be arranged, but there may be a charge for this type of Pilot.

Additionally, collab9 operates testing and staging infrastructure which is identical to its production environment for internal testing of new software upgrades, patches and third-party software integration. These INTERNAL testing and staging environments are not available to individual customers for their use, however Demos and Pilots as detailed above can be utilized by NASPO members.

- 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.

The collab9 secure hosted voice and collaboration services provide web-based administrative and user interfaces for Purchasing Entities. Both of these portals are compliant with Participating Entity's accessibility policies and the Americans with Disabilities Act (ADA) Section 508. Voluntary Product Accessibility Template (VPAT) documents for applicable interfaces are included below:

**Date:** June 23, 2015

**Name of Product:** Cisco Unified Communications Domain Manager (CUCDM) v10.6.1 – Admin

**Contact for more information:** [accessibility@cisco.com](mailto:accessibility@cisco.com)

The following testing was done on a Windows 7 with Freedom Scientific's JAWs screen reader v16, Microsoft Accessibility Options (Filter keys and Display/Contrast settings), and standard Keyboard.

### Summary Table - Voluntary Product Accessibility Template

| Criteria  | Supporting Features | Remarks and Explanations |
|---|---------------------|--------------------------|
| Section 1194.21 Software Applications and Operating Systems     | Not Applicable      |                          |
| Section 1194.22 Web-based internet information and applications | Included            | Web Interface            |
| W3C WCAG 2.0 Checkpoints  | Included            |                          |
| Section 1194.23 Telecommunications Products                     | Not Applicable      |                          |
| Section 1194.24 Video and Multi-media Products                  | Not Applicable      |                          |
| Section 1194.25 Self-Contained, Closed Products                 | Not Applicable      |                          |
| Section 1194.26 Desktop and Portable Computers                  | Not Applicable      |                          |
| Section 1194.31 Functional Performance Criteria                 | Included            |                          |
| Section 1194.41 Information, Documentation and Support          | Included            |                          |

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For more information please contact [accessibility@cisco.com](mailto:accessibility@cisco.com)

Last Update: June 16, 2015

## Version of the Product

### Section 1194.22 Web-based Internet information and applications – Detail

| 508 Clause | Criteria   | Status                   | Remarks and Explanations  |
|------------|--|--------------------------|---|
| 1194.22(a) | A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).                                     | Supports with Exceptions | Some images do not have ALT attribute.  |
| 1194.22(b) | Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.   | Not Applicable           | The site does not have multimedia content.  |
| 1194.22(c) | Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.             | Supports with Exceptions | Some texts do not meet the minimum contrast ratio of 4.5:1.   |
| 1194.22(d) | Documents shall be organized so they are readable without requiring an associated style sheet.   | Supports with Exceptions | Equivalent Facilitation is provided to support low vision users in high contrast. Some textboxes and images are not visible in high-contrast schemes. |
| 1194.22(e) | Redundant text links shall be provided for each active region of a server-side image map.  | Not Applicable           | The site does not have server-side image maps.  |
| 1194.22(f) | Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. | Not Applicable           | The site does not have client-side image maps.  |
| 1194.22(g) | Row and column headers shall be identified for data tables.  | Supports with Exceptions | Data tables are not fully supported screen reader.  |
| 1194.22(h) | Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.             | Not Applicable           | The site does not have complex table structure.   |

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Last Update: June 16, 2015

|            |  |                          |   |
|------------|--|--------------------------|---|
| 1194.22(i) | Frames shall be titled with text that facilitates frame identification and navigation.   | Supports with Exceptions | Some frames do not have title attribute.  |
| 1194.22(j) | Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.  | Supports                 |   |
| 1194.22(k) | A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. | Does Not Support         | The site does not have text-only pages.   |
| 1194.22(l) | When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.  | Supports with Exceptions | Tab container and some icons are not accessible by keyboard. Left navigation does not have correct Name & Role. |
| 1194.22(m) | When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).   | Not Applicable           | The site does not have applet or plug-in content.   |
| 1194.22(n) | When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.                       | Supports with Exceptions | Some forms, error messages and suggestions are not fully supported with screen reader software.                 |
| 1194.22(o) | A method shall be provided that permits users to skip repetitive navigation links.   | Does Not Support         | The site does not have skip repetitive navigation links.  |
| 1194.22(p) | When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.  | Does Not Support         | The site does not have a feature which allows the user to adjust or change the timeout session.                 |

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Last Update: June 16, 2015

## W3C WCAG 2.0 Checkpoints – Detail

| Checkpoint | Description  | Status                   | Remarks and Explanations  |
|------------|--|--------------------------|---|
| 1.1.1 (A)  | Non text content                                     | Supports with Exceptions | Some images do not have ALT attribute.  |
| 1.2.1 (A)  | Audio-only and Video-only (Prerecorded)              | Not Applicable           |   |
| 1.2.2 (A)  | Captions (Prerecorded)                               | Not Applicable           |   |
| 1.2.3 (A)  | Audio Description or Media Alternative (Prerecorded) | Not Applicable           |   |
| 1.2.4 (AA) | Captions (Live)                                      | Not Applicable           |   |
| 1.2.5 (AA) | Audio Description (Prerecorded)                      | Not Applicable           |   |
| 1.3.1 (A)  | Info and Relationships                               | Supports with Exceptions | Some forms are not fully supported with screen reader software. Data tables are not fully supported screen reader.              |
| 1.3.2 (A)  | Meaningful Sequence                                  | Supports                 |   |
| 1.3.3 (A)  | Sensory Characteristics                              | Not Applicable           |   |
| 1.4.1 (A)  | Use of Color   | Supports                 |   |
| 1.4.2 (A)  | Audio Control  | Not Applicable           |   |
| 1.4.3 (AA) | Contrast (Minimum)                                   | Supports with Exceptions | Some texts do not meet the minimum contrast ratio of 4.5:1. Some textboxes and images are not visible in high-contrast schemes. |
| 1.4.4 (AA) | Resize Text  | Supports                 |   |
| 1.4.5 (AA) | Images of Text                                       | Not Applicable           |   |
| 2.1.1 (A)  | Keyboard   | Supports with Exceptions | Tab container and some icons are not accessible.  |
| 2.1.2 (A)  | No Keyboard Trap                                     | Supports                 |   |
| 2.2.1 (A)  | Timing Adjustable                                    | Does Not Support         | The site does not have a feature which allows the user to adjust or change the timeout session.                                 |
| 2.2.2 (A)  | Pause, Stop, Hide                                    | Not Applicable           |   |
| 2.3.1 (A)  | Three Flashes or Below Threshold                     | Not Applicable           |   |

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|            |   |                          |   |
|------------|---|--------------------------|---|
| 2.4.1 (A)  | Bypass Blocks                             | Supports with Exceptions | The site does not have a feature which allows the user to skip the repeated links. Some frames do not have title attribute. |
| 2.4.2 (A)  | Page Titled                               | Supports                 |   |
| 2.4.3 (A)  | Focus Order                               | Supports with Exceptions | Some elements focus orders are not logical.   |
| 2.4.4 (A)  | Link Purpose (In Context)                 | Supports                 |   |
| 2.4.5 (AA) | Multiple Ways                             | Does Not Support         | The site does not have at least 2 ways to locate a webpage.   |
| 2.4.6 (AA) | Headings and Labels                       | Supports                 |   |
| 2.4.7 (AA) | Focus Visible                             | Supports with Exceptions | Some elements do not have visible focus including left navigation, icons and Login button.                                  |
| 3.1.1 (A)  | Language of Page                          | Supports                 |   |
| 3.1.2 (AA) | Language of Parts                         | Not Applicable           |   |
| 3.2.1 (A)  | On Focus                                  | Supports                 |   |
| 3.2.2 (A)  | On Input                                  | Supports                 |   |
| 3.2.3 (AA) | Consistent Navigation                     | Supports                 |   |
| 3.2.4 (AA) | Consistent Identification                 | Supports                 |   |
| 3.3.1 (A)  | Error Identification                      | Supports with Exceptions | Some error messages are not fully supported with screen reader software.  |
| 3.3.2 (A)  | Labels or Instructions                    | Supports                 |   |
| 3.3.3 (AA) | Error Suggestion                          | Supports with Exceptions | Some error messages do not have meaningful suggestion.  |
| 3.3.4 (AA) | Error Prevention (Legal, Financial, Data) | Not Applicable           |   |
| 4.1.1 (A)  | Parsing                                   | Supports with Exceptions | Some elements do not have unique IDs.   |
| 4.1.2 (A)  | Name, Role, Value                         | Supports with Exceptions | Left navigation does not have correct Name & Role.  |

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## Section 1194.31: Functional Performance Criteria – Detail

| 508 Clause | Criteria  | Supporting Features      | Remarks and Explanations  |
|------------|---|--------------------------|---|
| 1194.31(a) | At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.  | Supports with Exceptions | For exceptions see remarks for 1194.22 (a) (g) (l) (n) (o) (p). |
| 1194.31(b) | At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided. | Supports with Exceptions | For exceptions see remarks for 1194.22(c) (d).                  |
| 1194.31(c) | At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided   | Supports                 |   |
| 1194.31(d) | Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.  | Not Applicable           |   |
| 1194.31(e) | At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.   | Not Applicable           |   |
| 1194.31(f) | At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.   | Supports                 |   |

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Last Update: June 16, 2015

## Section 1194.41: Information, Documentation and Support - Detail

| 508 Clause | Criteria  | Supporting Features | Remarks and Explanations  |
|------------|---|---------------------|---|
| 1194.41(a) | Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge  | Supports            | Accessible documentation is available through Cisco TAC upon request.   |
| 1194.41(b) | End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge. | Supports            | Accessible documentation is available through Cisco TAC upon request.   |
| 1194.41(c) | Support services for products shall accommodate the communication needs of end-users with disabilities.   | Supports            | Cisco conforms through equal facilitation. Customers may reach Cisco Technical Assistance Center (TAC) via Phone, Email or Web Form. All cases open through email or web are opened as Priority 3 cases. All Priority 1 or Priority 2 case can only be opened via the telephone. TTY users must call the Text Relay Service (TRS) by dialing 711 or their state Video Relay Service (VRS) and have the TRS agent contact Cisco TAC via voice. |

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Last Update: June 16, 2015

## Supporting Feature (Status) Terminology

The result of "Accessibility Testing" assists in the determination of the Supporting Features.

| Supporting Features or Status                               |  |
|---|--|
| Supports  | Use this language when you determine the product fully meets the letter and intent of the Criteria.  |
| Supports with Exceptions                                    | Use this language when you determine the product does not fully meet the letter and intent of the Criteria, but provides some level of access relative to the Criteria. Please document the exception in the "Remarks and Explanations" column.  |
| Supports through Equivalent Facilitation                    | Use this language when you have identified an alternate way to meet the intent of the Criteria or when the product does not fully meet the intent of the Criteria. Please document the exception in the "Remarks and Explanations" column.   |
| Supports when combined with Compatible Assistive Technology | Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind). Please document the exception in the "Remarks and Explanations" column. |
| Does not Support  | Use this language when you determine the product does not meet the letter or intent of the Criteria. Please document the reason in the "Remarks and Explanations" column.  |
| Not Applicable  | Use this language when you determine that the Criteria do not apply to the specific product. For example, many web applications don't have video content the "Not Applicable" can be used. Please state "The application does not have any video content" in the "Remarks and Explanations" column. Please document the reason in the "Remarks and Explanations" column.   |

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For more information please contact [accessibility@cisco.com](mailto:accessibility@cisco.com)

Last Update: June 16, 2015

**Date:** June 26, 2015

**Name of Product:** Cisco Unified Communications Domain Manager (CUCDM) v10.6.1 – Self Service

**Contact for more information:** [accessibility@cisco.com](mailto:accessibility@cisco.com)

The following testing was done on a Windows 7 with Freedom Scientific's JAWs screen reader v16, Microsoft Accessibility Options (Filter keys and Display/Contrast settings), and standard Keyboard.

### Summary Table - Voluntary Product Accessibility Template

| Criteria  | Supporting Features | Remarks and Explanations |
|---|---------------------|--------------------------|
| Section 1194.21 Software Applications and Operating Systems     | Not Applicable      |                          |
| Section 1194.22 Web-based internet information and applications | Included            | Web Interface            |
| W3C WCAG 2.0 Checkpoints  | Included            |                          |
| Section 1194.23 Telecommunications Products                     | Not Applicable      |                          |
| Section 1194.24 Video and Multi-media Products                  | Not Applicable      |                          |
| Section 1194.25 Self-Contained, Closed Products                 | Not Applicable      |                          |
| Section 1194.26 Desktop and Portable Computers                  | Not Applicable      |                          |
| Section 1194.31 Functional Performance Criteria                 | Included            |                          |
| Section 1194.41 Information, Documentation and Support          | Included            |                          |

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Last Update: June 16, 2015

## Version of the Product

### Section 1194.22 Web-based Internet information and applications – Detail

| 508 Clause | Criteria   | Status                   | Remarks and Explanations   |
|------------|--|--------------------------|--|
| 1194.22(a) | A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).                                     | Supports with Exceptions | Some images do not have ALT attribute.   |
| 1194.22(b) | Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.   | Not Applicable           | The site does not have multimedia content.   |
| 1194.22(c) | Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.             | Supports with Exceptions | Some texts do not meet the minimum contrast ratio of 4.5:1.  |
| 1194.22(d) | Documents shall be organized so they are readable without requiring an associated style sheet.   | Supports with Exceptions | Equivalent Facilitation is provided to support low vision users in high contrast. Some textboxes are not visible in high-contrast schemes. |
| 1194.22(e) | Redundant text links shall be provided for each active region of a server-side image map.  | Not Applicable           | The site does not have server-side image maps.   |
| 1194.22(f) | Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. | Not Applicable           | The site does not have client-side image maps.   |
| 1194.22(g) | Row and column headers shall be identified for data tables.  | Supports with Exceptions | Some data tables are not fully supported with screen reader software.  |
| 1194.22(h) | Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.             | Not Applicable           | The site does not have complex table structure.  |

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Last Update: June 16, 2015

|            |  |                          |   |
|------------|--|--------------------------|---|
| 1194.22(i) | Frames shall be titled with text that facilitates frame identification and navigation.   | Supports                 |   |
| 1194.22(j) | Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.  | Supports                 |   |
| 1194.22(k) | A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. | Does Not Support         | The site does not have text-only pages.   |
| 1194.22(l) | When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.  | Supports with Exceptions | Some icons, link and dropdown list are not accessible by keyboard.              |
| 1194.22(m) | When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).   | Not Applicable           | The site does not have applet or plug-in content.                               |
| 1194.22(n) | When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.                       | Supports with Exceptions | Some forms and suggestions are not fully supported with screen reader software. |
| 1194.22(o) | A method shall be provided that permits users to skip repetitive navigation links.   | Does Not Support         | The site does not have skip repetitive navigation links.                        |
| 1194.22(p) | When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.  | Supports                 |   |

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### W3C WCAG 2.0 Checkpoints – Detail

| Checkpoint | Description  | Status                   | Remarks and Explanations   |
|------------|--|--------------------------|--|
| 1.1.1 (A)  | Non text content                                     | Supports with Exceptions | Some images do not have ALT attribute.   |
| 1.2.1 (A)  | Audio-only and Video-only (Prerecorded)              | Not Applicable           |  |
| 1.2.2 (A)  | Captions (Prerecorded)                               | Not Applicable           |  |
| 1.2.3 (A)  | Audio Description or Media Alternative (Prerecorded) | Not Applicable           |  |
| 1.2.4 (AA) | Captions (Live)                                      | Not Applicable           |  |
| 1.2.5 (AA) | Audio Description (Prerecorded)                      | Not Applicable           |  |
| 1.3.1 (A)  | Info and Relationships                               | Supports with Exceptions | Some forms and data tables are not fully supported with screen reader software.                                      |
| 1.3.2 (A)  | Meaningful Sequence                                  | Supports                 |  |
| 1.3.3 (A)  | Sensory Characteristics                              | Not Applicable           |  |
| 1.4.1 (A)  | Use of Color   | Supports                 |  |
| 1.4.2 (A)  | Audio Control  | Not Applicable           |  |
| 1.4.3 (AA) | Contrast (Minimum)                                   | Supports with Exceptions | Some texts do not meet the minimum contrast ratio of 4.5:1. Some textboxes are not visible in high-contrast schemes. |
| 1.4.4 (AA) | Resize Text  | Supports                 |  |
| 1.4.5 (AA) | Images of Text                                       | Not Applicable           |  |
| 2.1.1 (A)  | Keyboard   | Supports with Exceptions | Some icons, link and dropdown list are not accessible.   |
| 2.1.2 (A)  | No Keyboard Trap                                     | Supports                 |  |
| 2.2.1 (A)  | Timing Adjustable                                    | Supports                 |  |
| 2.2.2 (A)  | Pause, Stop, Hide                                    | Not Applicable           |  |
| 2.3.1 (A)  | Three Flashes or Below Threshold                     | Not Applicable           |  |
| 2.4.1 (A)  | Bypass Blocks  | Supports with Exceptions | The site does not have a feature which allows the user to skip the repeated links.                                   |
| 2.4.2 (A)  | Page Titled  | Supports                 |  |

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|            |   |                          |  |
|------------|---|--------------------------|--|
| 2.4.3 (A)  | Focus Order                               | Supports with Exceptions | The focus is not on the warning message.                                     |
| 2.4.4 (A)  | Link Purpose (In Context)                 | Supports with Exceptions | Screen reader does not announce any name of the link on the left navigation. |
| 2.4.5 (AA) | Multiple Ways                             | Supports                 |  |
| 2.4.6 (AA) | Headings and Labels                       | Supports with Exceptions | The heading structure on the Help page is not correct.                       |
| 2.4.7 (AA) | Focus Visible                             | Supports with Exceptions | Some elements do not have visible focus.                                     |
| 3.1.1 (A)  | Language of Page                          | Supports                 |  |
| 3.1.2 (AA) | Language of Parts                         | Not Applicable           |  |
| 3.2.1 (A)  | On Focus                                  | Supports                 |  |
| 3.2.2 (A)  | On Input                                  | Supports                 |  |
| 3.2.3 (AA) | Consistent Navigation                     | Supports                 |  |
| 3.2.4 (AA) | Consistent Identification                 | Supports                 |  |
| 3.3.1 (A)  | Error Identification                      | Supports                 |  |
| 3.3.2 (A)  | Labels or Instructions                    | Supports with Exceptions | Instructions were not provided before the users enter information.           |
| 3.3.3 (AA) | Error Suggestion                          | Supports                 |  |
| 3.3.4 (AA) | Error Prevention (Legal, Financial, Data) | Not Applicable           |  |
| 4.1.1 (A)  | Parsing                                   | Supports with Exceptions | Some elements do not have unique IDs.  |
| 4.1.2 (A)  | Name, Role, Value                         | Supports                 |  |

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## Section 1194.31: Functional Performance Criteria – Detail

| 508 Clause | Criteria  | Supporting Features      | Remarks and Explanations                                    |
|------------|---|--------------------------|---|
| 1194.31(a) | At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.  | Supports with Exceptions | For exceptions see remarks for 1194.22 (a) (g) (l) (n) (o). |
| 1194.31(b) | At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided. | Supports with Exceptions | For exceptions see remarks for 1194.22(c) (d).              |
| 1194.31(c) | At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided   | Supports                 |   |
| 1194.31(d) | Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.  | Not Applicable           |   |
| 1194.31(e) | At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.   | Not Applicable           |   |
| 1194.31(f) | At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.   | Supports                 |   |

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### Section 1194.41: Information, Documentation and Support - Detail

| 508 Clause | Criteria  | Supporting Features | Remarks and Explanations  |
|------------|---|---------------------|---|
| 1194.41(a) | Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge  | Supports            | Accessible documentation is available through Cisco TAC upon request.   |
| 1194.41(b) | End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge. | Supports            | Accessible documentation is available through Cisco TAC upon request.   |
| 1194.41(c) | Support services for products shall accommodate the communication needs of end-users with disabilities.   | Supports            | Cisco conforms through equal facilitation. Customers may reach Cisco Technical Assistance Center (TAC) via Phone, Email or Web Form. All cases open through email or web are opened as Priority 3 cases. All Priority 1 or Priority 2 case can only be opened via the telephone. TTY users must call the Text Relay Service (TRS) by dialing 711 or their state Video Relay Service (VRS) and have the TRS agent contact Cisco TAC via voice. |

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## Supporting Feature (Status) Terminology

The result of "Accessibility Testing" assists in the determination of the Supporting Features.

| Supporting Features or Status                               |  |
|---|--|
| Supports  | Use this language when you determine the product fully meets the letter and intent of the Criteria.  |
| Supports with Exceptions                                    | Use this language when you determine the product does not fully meet the letter and intent of the Criteria, but provides some level of access relative to the Criteria. Please document the exception in the "Remarks and Explanations" column.  |
| Supports through Equivalent Facilitation                    | Use this language when you have identified an alternate way to meet the intent of the Criteria or when the product does not fully meet the intent of the Criteria. Please document the exception in the "Remarks and Explanations" column.   |
| Supports when combined with Compatible Assistive Technology | Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind). Please document the exception in the "Remarks and Explanations" column. |
| Does not Support  | Use this language when you determine the product does not meet the letter or intent of the Criteria. Please document the reason in the "Remarks and Explanations" column.  |
| Not Applicable  | Use this language when you determine that the Criteria do not apply to the specific product. For example, many web applications don't have video content the "Not Applicable" can be used. Please state "The application does not have any video content" in the "Remarks and Explanations" column. Please document the reason in the "Remarks and Explanations" column.   |

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- 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.

Self-service and Administrator portals are accessible through Internet Explorer, Safari, Firefox and Chrome. The following table details supported versions:

| <i>HCS Release</i>        | <i>Operating System</i>     | <i>Apple Safari (AS)</i> | <i>Internet Explorer (IE)</i> | <i>Mozilla Firefox (MF)</i> | <i>Google Chrome (GC)</i> |
|---------------------------|-----------------------------|--------------------------|-------------------------------|-----------------------------|---------------------------|
| <b>HCS 10.x (current)</b> | Windows 7                   |                          | IE 10 & 11                    | MF 20.x                     | GC 34                     |
|                           | Windows 8                   |                          |                               |                             | GC 29                     |
|                           | Windows XP                  |                          |                               | MF 17 & 23                  | GC 29                     |
|                           | OS X 10.8 (Mountain Lion)   | AS 6.x                   |                               | MF 17 & 23                  | GC 34                     |
|                           | OS X 10.8.5 (Mountain Lion) |                          |                               | MF28                        | GC 34                     |
|                           | OS X 10.9 (Mavericks)       |                          |                               |                             | GC 34                     |

- 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.

Collab9 does not have access to, nor retain any, personal or sensitive data other than what is necessary for its service delivery. For example user names, addresses and phone numbers are used. Where possible, prior to the execution of the Service Level Agreement, collab9’s project team will hold in-person meetings with the representatives of the Purchasing Entities to determine types of information that may be sensitive or personal. Where required by any law, rule or regulation for specific compliance obligations collab9 may retain such data. Subject to availability and project implementation timelines collab9 is also open to alternatives such as audio and video conferencing to host such meetings with the representatives of the Purchasing Entities.

- 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.

Below, is a sample Project plan used by collab9’s Project Management Office, for the implementation of its solution:

| Task Name | Duration | Start | Finish |
|-----------|----------|-------|--------|
|-----------|----------|-------|--------|

|  |                |                    |                    |
|--|----------------|--------------------|--------------------|
| <b>Service Deployment</b>  | <b>98 days</b> | <b>Tue 3/1/16</b>  | <b>Thu 7/14/16</b> |
| Start  | 0 days         | Tue 3/1/16         | Tue 3/1/16         |
| <b>Prepare Phase</b>   | <b>6 days</b>  | <b>Tue 3/1/16</b>  | <b>Tue 3/8/16</b>  |
| Purchase orders and contract sent to collab9                           | 0 days         | Tue 3/1/16         | Tue 3/1/16         |
| Connectivity ordered   | 1 day          | Tue 3/1/16         | Tue 3/1/16         |
| <b>Internal Kickoff Meeting</b>  | <b>4 days</b>  | <b>Thu 3/3/16</b>  | <b>Tue 3/8/16</b>  |
| <b>Review Project Information</b>                                      | <b>1 day</b>   | <b>Thu 3/3/16</b>  | <b>Thu 3/3/16</b>  |
| General customer overview and expectation discussion                   | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Network design review  | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Confirm Statement of Work requirements                                 | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Prepare for customer kick-off meeting                                  | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Identify reseller SPOC/PM  | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Project acceptance/ handoff to provisioning teams                      | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| <b>Documentation Sent to Reseller</b>                                  | <b>4 days</b>  | <b>Thu 3/3/16</b>  | <b>Tue 3/8/16</b>  |
| Customer Information Form  | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| LDAP and Application Integration Forms                                 | 1 day          | Thu 3/3/16         | Thu 3/3/16         |
| Statement of Work  | 4 days         | Thu 3/3/16         | Tue 3/8/16         |
| Other documentation as required  | 4 days         | Thu 3/3/16         | Tue 3/8/16         |
| <b>Planning Phase</b>  | <b>11 days</b> | <b>Tue 3/8/16</b>  | <b>Tue 3/22/16</b> |
| <b>Customer / Reseller Kickoff Meeting</b>                             | <b>1 day</b>   | <b>Tue 3/8/16</b>  | <b>Tue 3/8/16</b>  |
| Confirm project milestones   | 1 day          | Tue 3/8/16         | Tue 3/8/16         |
| Confirm project roles and responsibilities                             | 1 day          | Tue 3/8/16         | Tue 3/8/16         |
| <b>Develop Communication Plan</b>                                      | <b>1 day</b>   | <b>Tue 3/8/16</b>  | <b>Tue 3/8/16</b>  |
| Set-up design calls as needed  | 1 day          | Tue 3/8/16         | Tue 3/8/16         |
| Set-up update calls as needed  | 1 day          | Tue 3/8/16         | Tue 3/8/16         |
| Identify and document risk   | 1 day          | Tue 3/8/16         | Tue 3/8/16         |
| Developed project plan baseline  | 0 days         | Tue 3/8/16         | Tue 3/8/16         |
| All documentation returned to collab9                                  | 10 days        | Wed 3/9/16         | Tue 3/22/16        |
| <b>Design Phase</b>  | <b>20 days</b> | <b>Wed 3/23/16</b> | <b>Tue 4/19/16</b> |
| <b>Review Site Readiness Assessment</b>                                | <b>3 days</b>  | <b>Wed 3/23/16</b> | <b>Fri 3/25/16</b> |
| <b>Prepare for Site Readiness Assessment Review</b>                    | <b>3 days</b>  | <b>Wed 3/23/16</b> | <b>Fri 3/25/16</b> |
| Review infrastructure requirements for the proposed migration solution | 3 days         | Wed 3/23/16        | Fri 3/25/16        |
| Review contact information for the sites                               | 3 days         | Wed 3/23/16        | Fri 3/25/16        |
| Review all documents and information returned to collab9               | 3 days         | Wed 3/23/16        | Fri 3/25/16        |
| <b>Network Readiness Assessment</b>                                    | <b>20 days</b> | <b>Wed 3/23/16</b> | <b>Tue 4/19/16</b> |
| <b>Review Voice Infrastructure</b>                                     | <b>3 days</b>  | <b>Mon 3/28/16</b> | <b>Wed 3/30/16</b> |
| Review collaboration messaging features and functions requirements     | 3 days         | Mon 3/28/16        | Wed 3/30/16        |
| Review auto attendant requirements                                     | 3 days         | Mon 3/28/16        | Wed 3/30/16        |
| Review hunt group requirements   | 3 days         | Mon 3/28/16        | Wed 3/30/16        |
| Review other documents and information as needed                       | 3 days         | Mon 3/28/16        | Wed 3/30/16        |
| GAP analysis   | 3 days         | Thu 3/31/16        | Mon 4/4/16         |

|   |                |                    |                    |
|---|----------------|--------------------|--------------------|
| GAP closure   | 5 days         | Tue 4/5/16         | Mon 4/11/16        |
| Begin customer infrastructure build                             | 20 days        | Wed 3/23/16        | Tue 4/19/16        |
| <b>Implementation Phase</b>                                     | <b>91 days</b> | <b>Wed 3/2/16</b>  | <b>Wed 7/6/16</b>  |
| <b>Connectivity Testing</b>                                     | <b>71 days</b> | <b>Wed 3/2/16</b>  | <b>Wed 6/8/16</b>  |
| Connectivity delivered to datacenters                           | 65 days        | Wed 3/2/16         | Tue 5/31/16        |
| Establish connectivity between end-user and collab9 datacenters | 1 day          | Wed 6/1/16         | Wed 6/1/16         |
| Connectivity testing  | 5 days         | Thu 6/2/16         | Wed 6/8/16         |
| <b>Develop Implementation Plan</b>                              | <b>1 day</b>   | <b>Wed 6/8/16</b>  | <b>Thu 6/9/16</b>  |
| <b>Deployment Meeting</b>                                       | <b>1 day</b>   | <b>Wed 6/8/16</b>  | <b>Thu 6/9/16</b>  |
| Go over implementation plan with reseller                       | 1 day          | Wed 6/8/16         | Thu 6/9/16         |
| Confirm resource availability                                   | 1 day          | Wed 6/8/16         | Thu 6/9/16         |
| Customer infrastructure build complete                          | 0 days         | Thu 6/9/16         | Thu 6/9/16         |
| Sync LDAP Users   | 3 days         | Fri 6/10/16        | Tue 6/14/16        |
| Import users and devices  | 3 days         | Wed 6/15/16        | Fri 6/17/16        |
| <b>Staging</b>  | <b>10 days</b> | <b>Wed 4/20/16</b> | <b>Tue 5/3/16</b>  |
| <b>Hardware and Software Staging (Servers and Gateways)</b>     | <b>10 days</b> | <b>Wed 4/20/16</b> | <b>Tue 5/3/16</b>  |
| Setup equipment   | 2 days         | Wed 4/20/16        | Thu 4/21/16        |
| Load image software   | 2 days         | Wed 4/20/16        | Thu 4/21/16        |
| Load configurations   | 2 days         | Wed 4/20/16        | Thu 4/21/16        |
| Begin staging   | 10 days        | Wed 4/20/16        | Tue 5/3/16         |
| Staging completed   | 0 days         | Tue 5/3/16         | Tue 5/3/16         |
| <b>Systems Acceptance - Pilot Phase</b>                         | <b>7 days</b>  | <b>Mon 6/20/16</b> | <b>Tue 6/28/16</b> |
| System acceptance test plan developed and documented            | 2 days         | Mon 6/20/16        | Tue 6/21/16        |
| Pilot testing   | 0 days         | Tue 6/21/16        | Tue 6/21/16        |
| <b>Device Deployment</b>  | <b>5 days</b>  | <b>Tue 6/21/16</b> | <b>Mon 6/27/16</b> |
| <b>Prepare for Phone Deployment</b>                             | <b>1 day</b>   | <b>Tue 6/21/16</b> | <b>Tue 6/21/16</b> |
| Ready phone kits  | 1 day          | Tue 6/21/16        | Tue 6/21/16        |
| <b>Deploy Phones</b>  | <b>5 days</b>  | <b>Tue 6/21/16</b> | <b>Mon 6/27/16</b> |
| Set, connect and test phones at locations and departments       | 5 days         | Tue 6/21/16        | Mon 6/27/16        |
| Set, connect and telepresence devices                           | 5 days         | Tue 6/21/16        | Mon 6/27/16        |
| Deploy and test Jabber clients                                  | 1 day          | Tue 6/21/16        | Mon 6/27/16        |
| <b>Production Migration (Cutover)</b>                           | <b>1 day</b>   | <b>Mon 6/27/16</b> | <b>Tue 6/28/16</b> |
| Complete production migration (cutover)                         | 1 day          | Mon 6/27/16        | Tue 6/28/16        |
| Validate successful production cutover                          | 0 days         | Tue 6/28/16        | Tue 6/28/16        |
| Site Readiness Checklist completed (UAT)                        | 1 day          | Tue 6/28/16        | Wed 6/29/16        |
| Complete infrastructure failover testing                        | 1 day          | Wed 6/29/16        | Wed 6/29/16        |
| Provide support instructions                                    | 1 day          | Wed 6/29/16        | Wed 6/29/16        |
| Day one and two support   | 5 days         | Thu 6/30/16        | Wed 7/6/16         |
| <b>Operate Phase</b>  | <b>57 days</b> | <b>Wed 4/20/16</b> | <b>Thu 7/7/16</b>  |
| <b>NOC &amp; Helpdesk Transition</b>                            | <b>57 days</b> | <b>Wed 4/20/16</b> | <b>Thu 7/7/16</b>  |
| Set up reseller administrators and location in service desk     | 1 day          | Wed 4/20/16        | Wed 4/20/16        |
| Reseller trained on ticketing and provisioning portals          | 1 day          | Thu 7/7/16         | Thu 7/7/16         |

|  |               |                   |                    |
|--|---------------|-------------------|--------------------|
| Begin monitoring by NOC                  | 1 day         | Tue 6/28/16       | Tue 6/28/16        |
| NOC handoff meeting                      | 1 day         | Thu 7/7/16        | Thu 7/7/16         |
| Customer moved into support mode         | 0 days        | Thu 7/7/16        | Thu 7/7/16         |
| <b>Optimize Phase</b>                    | <b>5 days</b> | <b>Thu 7/7/16</b> | <b>Thu 7/14/16</b> |
| Project completion signoff               | 0 days        | Thu 7/7/16        | Thu 7/7/16         |
| Project survey                           | 1 day         | Tue 7/12/16       | Tue 7/12/16        |
| Project closure report - lessons learned | 0 days        | Thu 7/14/16       | Thu 7/14/16        |

#### 8.4. (E) CUSTOMER SERVICE

8.4.1. Offeror must describe how it ensure 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).

Collab9 relies on its fulfillment partners to provide Tier 1 support. collab9’s Tier 2 support has been established to comply with ITIL v3. Once Tier 1 staff has completed basic troubleshooting for an incident, or exceeded its authorization level to provide basic user admin support for a service change/request, they will escalate to collab9. Collab9 NOC support is available 24x7 via email, web portal, or phone for reseller’s staff providing Tier 1 support.

##### Incident Categorization Model

Priority 1 (P1) - Critical. An existing network is down or there is a critical impact to Customer’s business operations. All required parties (e.g., collab9, Reseller, circuit provider, etc.) and Customer will commit full-time resources to resolve the situation. These incidents are escalated by Tier 1 to Tier 2 immediately. Objectives before breach are one (1) hour to respond and four (4) hours to resolve.

Priority 2 (P2) - High. Operation of an existing network is severely degraded, or significant aspects of Customer’s business operation are being negatively impacted by unacceptable network performance. All required parties and Customer will commit full-time resources during standard business hours to resolve the situation. These incidents are escalated by Tier 1 to Tier 2 immediately. Objectives before breach are six (6) hours to respond and twenty-four (24) hours to resolve.

Priority 3 (P3) - Important. Operational performance of the network is impaired while most business operations remain functional. All required parties and Customer will commit resources during standard business hours to restore service to satisfactory levels. Objectives before breach are twelve (12) hours to respond and forty-eight (48) hours to resolve.

Priority 4 (P4) – Normal. Information or assistance is required on C9 product capabilities, installation, or configuration of service. All required parties and Customer will provide resources during standard business hours to provide information or assistance as requested until the request is completed. This incident represents little or no impact to Customer’s business operations. Objectives before breach are thirty (30) hours to respond, and one hundred twenty (120) hours to resolve.

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.

Collab9 will comply – one lead representative will be assigned to each entity that executes a Participating Addendum, and contact information will be kept 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.

Collab9 provides 24/7/365 phone and email support to designated customer administrative personnel. Designated customer administrative personnel also will have access to collab9’s ticketing system for submission of incident and service requests.

c. Customer Service Representative will respond to inquiries within one (1) business day.

Collab9 complies.

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

Collab9 and its fulfillment partners provide design services as they pertain to the proposed offering (SaaS/Public Cloud).

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

On premises installation services are provided by fulfillment partners while collab9 manages configurations that take place within its datacenters.

## 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.

Collab9 follows NIST 800-53 Revision 4 control SC-28, Protection of Information at Rest for all back-ups. These systems use FIPS 140-2-validated cryptographic libraries for the encryption of data at rest. Physical protections applied to information system distribution and transmission lines help prevent

accidental damage, disruption, and physical tampering. Additionally, physical protections are necessary to help prevent eavesdropping or modification of unencrypted transmissions while in transit. Transmission medium, such as carrier circuits, are delivered directly into collab9's datacenter cage using a dedicated patch panel that is inside the secured cage.

Collab9 restricts access to external removable hard disk drives, which is the only type of media within collab9's secure information system boundary. The collab9 system is fully virtualized. The information system does not have the capability for attaching any other type of digital media, such as CD/DVD, portable USB hard disk drives or thumb drives, tape drives, and optical drives. External hard disk drives in SAN storage are part of SAN internal RAID sets, so individual drives do not have data in a format that can be reconstructed. The external removable hard disk drives are defined as the only type of media that would require media access protection.

When media is removed (an external removable hard disk drive is removed from the SAN), an authorized collab9 individual logs the transaction, receives internal security approval, wraps/labels the drive, and then stores it inside a container marked "For Destruction" within collab9's access-controlled cage within the datacenter. Collab9 uses a third-party contractor's asset disposition services annually for all media transport and destruction services.

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

Collab9 intends to comply with the data privacy/security requirements based on its achieving FedRAMP compliance, which itself is based on FISMA and NIST security requirements for cloud service providers. During this authorization process, collab9 must not only demonstrate compliance with over 300 individual security controls, it must also successfully complete an audit performed by an accredited independent assessor, or third-party assessment organization (3PAO). At such time as it becomes necessary, collab9 will work with each Customer to respond to any and all individual state laws that might differ from the federal guidelines established by the FedRAMP program.

- 8.5.3. Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of datacenter 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.

The nature of the service offered by collab9 requires access to user accounts in order to support the Purchasing Entity for add, moves, changes, etc. However, unlike a traditional cloud provider, collab9 does not retain user data other than the address, names and phone numbers—all essential for its service delivery.

## 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.

Offeror complies with NIST 800-145 as it is pertinent to its Collaboration services offered under the SaaS cloud service model. Proposed solution is currently preparing for a FedRAMP Moderate certification. Collab9 has been in process of obtaining this authorization for two (2) years—a common experience for cloud service providers seeking an Authority to Operate (ATO) from the Joint Advisory Board. As an alternative and to speed up the process so it can implement a cloud-based VoIP solution internally, the Federal Communications Commission (FCC) agreed in January 2016 to sponsor collab9’s application for an Agency ATO.

- 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.

Proposed solution is currently preparing for a FedRAMP Moderate certification. Collab9 has been in process of obtaining this authorization for two (2) years—a common experience for cloud service providers seeking an Authority to Operate (ATO) from the Joint Advisory Board. As an alternative and to speed up the process so it can implement a cloud-based VoIP solution internally, the Federal Communications Commission (FCC) agreed in January 2016 to sponsor collab9’s application for an Agency ATO.

Offeror’s FedRAMP status can be verified by visiting the FedRAMP Marketplace at [www.fedramp.gov](http://www.fedramp.gov).

More specifically, the collab9 Secure Hosted Voice and Collaboration services comply with the following as a part of its FedRAMP certification “In Process”:

- FedRAMP Moderate
- FISMA
- NIST 800-53
- NIST 800-171
- FIPS 200

- 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.

Entry to the service center (datacenter) is controlled by biometric readers, man traps and automatic doors as well as on premises security staff. All access is

monitored and recorded using closed circuit television (CCTV). The datacenter security staff monitors access points and electronic security systems on a twenty-four (24) hour basis. All authorized visitors are logged in and then escorted to their hosting space. Authorized personnel with biometric enrollment and PIN code access may proceed to the hosting space.

Collab9 has practices in place to prevent unauthorized access to data and applications. This practice requires all personnel to use two-factor authentication for privileged remote access to the collab9 system.

- 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).

Collab9 implements data integrity and confidentiality controls by ensuring that cryptography is implemented through asymmetric keys established by Active Directory Certificate Services and remote access services provided by firewall devices.

All access to and from a destination over an untrusted network is protected by IPsec/VPN. Communication outside of provider space is available through leased connections within datacenters. No hardware devices (laptops, mobile, etc.), have access to the authorization boundary.

- 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.

At this time collab9 does not have third-party attestations or certifications relating to data security. By the time of this contract award, collab9 expects to have successfully completed an audit of its FedRAMP submission package by a third-party assessment organization (3PAO) and should have its Agency Authority to Operate (ATO).

- 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.

- a. Collab9 ensures that all information systems log audit records for the auditable events, which are determined, based on the following:
- Current threat information and risk assessment process
  - Business/mission needs
  - Reports of security audits
  - Needs for after-the-fact investigation

- b. List of auditable events are reviewed and updated annually or whenever there is a change in the threat environment.
  - c. Collab9 has established and uses Active Directory to create and manage device certificates for servers within the environment. Device certificates are used to authenticate systems and establish IPsec communications, and collab9's Certificate Authority provides the following functions to manage cryptographic keys for:
    - Key Archival and Recovery
    - Certificate Enrollment
    - Certificate Revocation
  - d. Typically, when a certification authority issues a certificate, it is providing a statement to a certificate user (i.e., a relying party) that a particular public key is bound to the identity and/or other attributes of a particular entity (the certificate subject, which is usually also the subscriber). The collab9 engineering team maintains a Certificate Policy/Statement framework which outlines the contents of a set of provisions, in terms of primary components.
- 8.6.7. Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Unlike a traditional cloud provider, collab9 does not retain user data other than the address, names and phone numbers—all essential for its service delivery. However, within the context of collab9's service parameters, its service offers the functionality to restrict a user's access to voice and collaboration services.

- 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.

Collab9 uses monitoring tools to support and automate its incident handling process. The content of audit records produced by collab9 devices provide vital information used to support investigations into security incidents. Collab9 reports all known or suspected information security incidents/vulnerabilities immediately through email or phone to its internal security team lead. Customer notification times are patterned after federal incident reporting guidelines:

CATEGORY 1, labeled as "Unauthorized Access," where someone gains logical or physical access without permission to a Customer network, system, application, data, or other resource. CUSTOMER NOTIFIED: Within one (1) hour of discovery/detection.

CATEGORY 2, labeled as "Denial of Service (DoS)," is when an attack successfully prevents or impairs the normal authorized functionality of networks,

systems or applications by exhausting resources. This activity includes being the victim or participating in the DoS. CUSTOMER NOTIFIED: Within two (2) hours of discovery/detection if the successful attack is still ongoing and the Customer is unable to successfully mitigate activity.

CATEGORY 3, labeled as “Malicious Code,” or successful installation of malicious software (e.g., virus, worm, Trojan horse, or other code-based malicious entity) that infects an operating system or application. CUSTOMER NOTIFIED: Daily.

CATEGORY 4, labeled as “Improper Usage,” or when someone violates acceptable computing use policies. CUSTOMER NOTIFIED: Weekly.

CATEGORY 5, labeled as “Scans/Probes/Attempted access,” which includes any activity that seeks to access or identify a Customer computer, open ports, protocols, service, or any combination for later exploit. This activity does not directly result in a compromise or denial of service. CUSTOMER NOTIFIED: Monthly.

Also, collab9 notifies each Customer affected by security incidents in accordance with applicable laws/regulations and with any specific terms of its Customer service agreement.

- 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.

Collab9 secures the physical and virtual infrastructure by using the following zones:

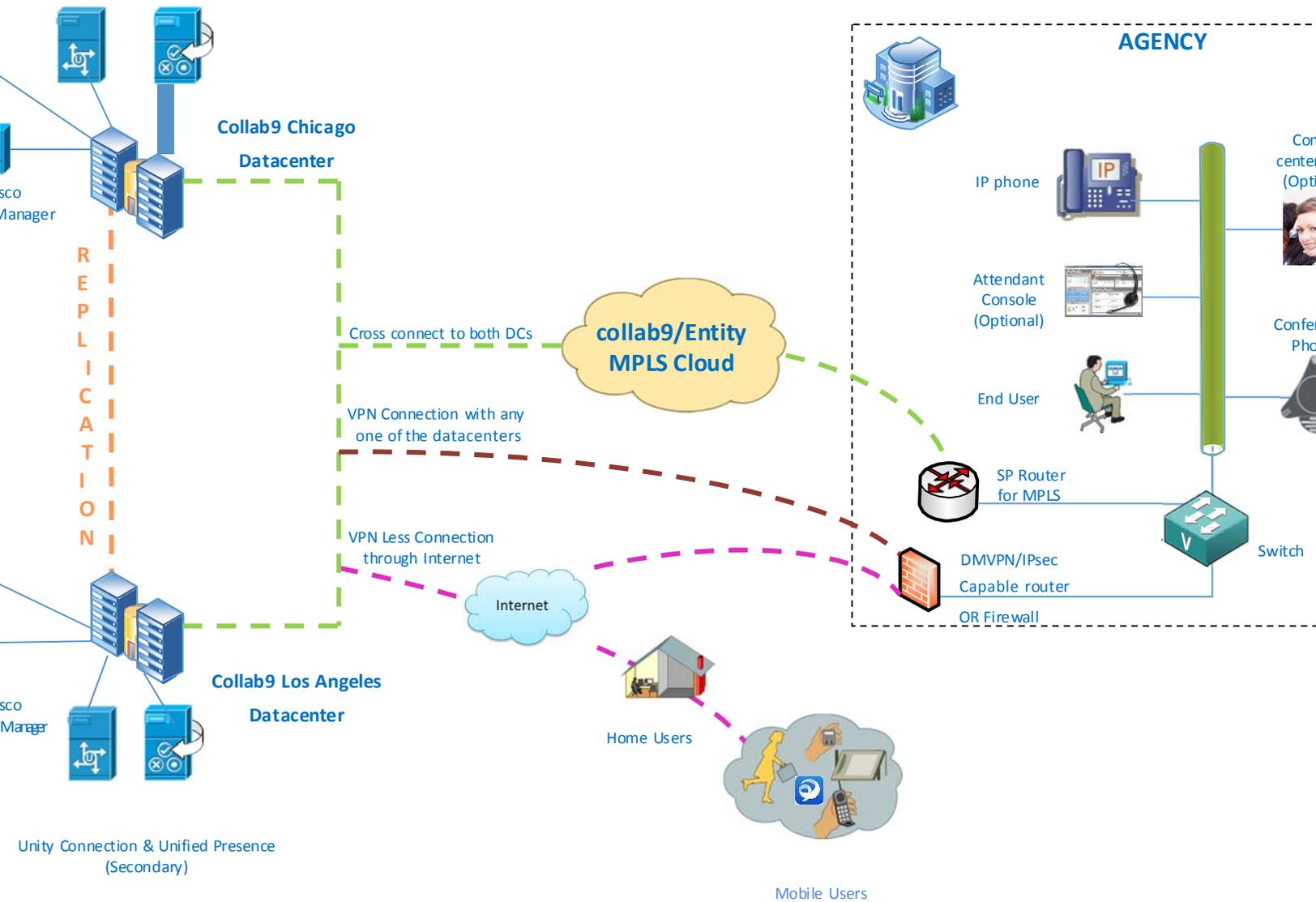
1. Physical infrastructure is secured with physical firewalls
2. Virtual Infrastructure is secured with firewall security contexts on Cisco ASA firewalls
3. Internet facing firewalls are used for external connectivity
4. DMZ is used to hosted servers that are Internet facing
5. Hosted Servers for Customers are secured in their own zone using a dedicated firewall security context for each customer
6. Management servers are secured in a management zone, secured from all customer servers and used to provide centralized management across the firewall

- 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).

See [Technical Reference Architecture](#) below:

# Collab9 Secure Hosted Voice and Collaboration Services For NASPO Participating Entities

Unity Connection & Unified Presence  
(Primary)



|                    |       |
|--------------------|-------|
| en Data centers    | ..... |
| h Data centers     | ..... |
| o one of the DC    | ..... |
| on for Teleworkers | ..... |

- 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.

Collab9 contracts with a third-party screening service to run background checks based on an employee's job risk designation. The higher the risk (access to sensitive information/systems), the more stringent the checks. Prior to being granted system access, employees must (1) pass the appropriate level of background screening, (2) successfully complete role-based security training, and (3) must read and agree to collab9's Rules of Behavior, acknowledging they will abide by these established internal security best practices with the understanding that failure to do so can result in disciplinary action.

**BACKGROUND SCREENING FOR LOW RISK CATEGORY** (no access to sensitive information/systems) — Social security number validation, address history for the past seven (7) years, and a county and federal criminal record check.

**BACKGROUND SCREENING FOR MODERATE and HIGH RISK CATEGORIES** (access to sensitive information/systems) — All LOW category checks plus national criminal file/sex offender check, employment verification, education verification, credit check, and drug testing.

- 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.

**Data at Rest:** Collab9 follows NIST 800-53 Revision 4 control SC-28 (from the System and Communication protection family), Protection of Information at Rest for all back-ups. These systems use FIPS 140-2-validated cryptographic libraries for the encryption of data at rest.

**Data in Transit:** Physical protections applied to information system distribution and transmission lines help prevent accidental damage, disruption, and physical tampering. Additionally, physical protections are necessary to help prevent eavesdropping or modification of unencrypted transmissions while in transit. Transmission media, such as carrier circuits, are delivered directly into the collab9 cage using a dedicated patch panel that is inside the secured cage.

- 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.

See response to 8.6.8. Customer data breach would fall under the heading of CATEGORY 1 on the Incident Response chart, where someone gains logical or physical access without permission to a Customer network, system, application, data, or other resource. By default, customer would be notified within one (1) hour of discovery/detection. Also, collab9 notifies each Customer affected by security incidents in accordance with applicable laws/regulations and with any specific terms of its Customer service agreement.

Cardholders (PIV) do not apply to Contractor's service deployment.

## 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.

When a Customer notifies collab9 of its intention to terminate support services and switch to another provider at the end of its service agreement(s), depending on the level of support required, collab9 can typically work with the Customer and its new provider as they construct a plan to move the services. Collab9 can provide the Customer a reasonable transition period that allows its users an orderly changeover. During this transition, both parties remain bound by the terms of the service agreement, including any data security provisions.

EXAMPLE: A Customer with multiple locations might also be juggling multiple circuits with varying service termination dates. In those cases collab9 has in the past supported the Customer's need to transition individual locations over several months instead of with a single cutover date affecting all services. Such support depends on the specific size and complexity of the Customer engagement as well as the support of the Customer's new service 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.

A Customer data transfer process does not typically apply to collab9's hosted VoIP services, as collab9 is not generally holding/storing Customer data as such. If there is any Customer data to be returned, collab9 will place it on Customer-supplied media.

## 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.

The collab9 solution is deployed as active-active across datacenters with multiple redundancy options. The system will automatically failover to secondary datacenter to prevent extended downtime. A contingency plan is developed and tested to eliminate extended downtime.

- b. Suffers an unrecoverable loss of data.

The collab9 solution is backed up and then replicated between two (2) datacenters. The backups are also verified for recoverability. Voicemail is the only customer data stored in this VoIP system. All configurations are either backed up across datacenters or deployed in active-active manner to avoid unrecoverable loss of data.

- c. Offeror experiences a system failure.

The collab9 solution is deployed across redundant datacenters with active-active configuration to prevent system failure. There is redundancy within the datacenter and across the datacenters to prevent system failure.

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

Since the system is deployed as active-active across two (2) datacenters, the system automatically fails over to prevent severe system outage. A business impact analysis is developed and used in contingency planning that identifies the critical system and how they would be recovered within four (4) business hours.

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

Working directly with mission/business process owners, departmental staff, managers, and other stakeholders, collab9 has estimated the downtime factors for consideration as a result of a disruptive event.

- **Maximum Tolerable Downtime (MTD):** The MTD represents the total amount of time leaders/managers are willing to accept for a mission/business process outage or disruption and includes all impact considerations. Determining MTD is important because it could leave continuity planners with imprecise direction on (1) selection of an appropriate recovery method, and (2) the depth of detail which will be required when developing recovery procedures, including their scope and content.
- **Recovery Time Objective (RTO):** RTO defines the maximum amount of time that a system resource can remain unavailable before there is an unacceptable impact on other system resources, supported mission/business processes, and the MTD. Determining the information system resource RTO is important for selecting appropriate technologies that are best suited for meeting the MTD.
- **Recovery Point Objective (RPO):** The RPO represents the point in time, prior to a disruption or system outage, to which mission/business process data must be recovered (given the most recent backup copy of the data) after an outage.

The table below identifies the MTD, RTO, and RPO (as applicable) for the organizational mission/business processes that rely on collab9

hosted collaboration solution. Values for MTDs and RPOs are expected to be specific time frames, identified in hourly increments (e.g., 8 hours, 24 hours, 48 hours).

| Mission/Business Process   | MTD      | RTO     | RPO            |
|--|----------|---------|----------------|
| VoIP Systems (Per Customer)                                      | 8 Hours  | 4 Hours | 24 Hours       |
| PSTN Services - Local, Long Distance, International, 911 Dialing | 4 Hours  | 1 Hour  | Not Applicable |
| Datacenter Connectivity  | 4 Hours  | 1 Hour  | Not Applicable |
| Customer Provisioning  | 48 Hours | 8 Hours | 24 Hours       |
| Authentication Services  | 48 Hours | 8 Hours | 24 Hours       |
| Security and Compliance Systems                                  | 24 Hours | 8 Hours | 24 Hours       |
| Monitoring and Management Systems                                | 48 Hours | 8 Hours | 24 Hours       |

1. **VoIP Services:** These services are deployed in redundant manner across two (2) datacenters. Primary voice applications like unified communications manager, unity connection voicemail, presence and contact center servers support high availability over wide area network. So this allows for tolerable downtime for the following reasons:
  - a. Customers are connected to both datacenters, if the voice services are down in one datacenter; they are automatically routed to the second datacenter. Collab9 can control which datacenter will be primary for a particular customer.
  - b. There are redundant links between datacenters, so customer traffic can be route between datacenter even when services are down in one of the datacenter
  - c. Voice services, which are not highly available over WAN, are, restored from backup.
2. **PSTN Services:** These services are deployed across the datacenter and are highly available. Both Inbound are active passive with LA being primary and CH being secondary, which outbound are can be configured active-active or active-passive
3. **Datacenter Connectivity:** Customers are connected to both datacenters with following options:
  - a. Using MPLS, they can connect to both datacenters simultaneously

- b. Using MPLS, they can connect to one datacenter and do IPsec VPN to second datacenter
- c. Using IPsec VPN, they can connect to both datacenters
- 4. **Customer Provisioning:** Cisco unified domain manager, provisioning system, is deployed in active-standby mode across datacenter.
- 5. **Authentication Services:** Following authentication services are deployed active-active across datacenters:
  - a. Cisco ACS
  - b. RSA Authentication Manager for two-factor authentication
  - c. Active Directory
- 6. **Security and Compliance System:** Rebuild from backups
- 7. **Monitoring and Management Systems:** Rebuild from backup

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

- a. Method of data backups
  - Data is backed up as part of server snapshots for Windows and Linux servers
  - Appliances are backed up to a middle server which is then backed up using snapshot
  - All virtual servers are backed up using snapshots and then copied to EMC Data Domain for online backups
  - Data Domain replicates the backup data to the secondary datacenter
  - Same process is repeated at the secondary datacenter and data is replicated to primary
- b. Method of server image backups
 

VMware snapshots are used for server image backups. VMware data protection server is used for backups.
- c. Digital location of backup storage (secondary storage, tape, etc.)
 

Backups are stored on EMC Data Domain and replicated to secondary datacenter for offsite retention and long-term storage.
- d. Alternate datacenter strategies for primary datacenters within the continental United States.

Collab9 has two (2) datacenters: one in Los Angeles, the other in Chicago. They provide redundant backup for each other. In addition to that, all the services that support active-active deployment are deployed across the

datacenter and the ones which do not have this capability are deployed in primary datacenter and then replicated to alternate for contingency planning.

## 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.

Collab9 uses FIPS 140-2 compliant encryption technologies for encryption. Data in transit can be secured using the following methods:

1. IPsec SSL VPN
2. SRTP for voice packets
3. Secure SIP Signaling using TLS

Collab9 only has customer voicemails as part of customer data. The voicemails are not encrypted which is an industry standard. The systems are secured using compensating controls.

- 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.

Collab9 is willing to entertain any other agreement or Business Associate Agreement, assuming that said agreement does not conflict or breach any tenets of collab9's anticipated FedRAMP certification.

- 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.

Collab9 commits that it will only use data for the purposes defined in the Master Agreement, participating addendums, or related service level agreements. Collab9 is not and will not sell, participate in data mining or otherwise distribute the government data or government related data. It further commits that any commitments made by collab9 shall be binding upon any of its subcontractors including data mining, distribution or resale of above said data.

## 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.

Collab9's overall SLA is comprised of several elements. There is the datacenter portion, customer on premise design, and connectivity between the customer's site and the collab9 datacenters, which may or may not include concurrent connections into collab9's redundant datacenters in Los Angeles and Chicago. This SLA may be able to be increased depending on each customer's implementation and design.

With that said, yes, collab9's sample SLA is negotiable, especially considering the above-mentioned factors that must be accounted for in determining each customer's SLA. The net result then would yield an SLA individually constructed for each individual customer dependent on their pertinent design. In the majority of cases and engagements, collab9 has found that its sample SLA commitment is sufficient.

- 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.

Collab9's Service Level Agreement has been included as a response to Section 5.5.4.

#### 8.11. (E) DATA DISPOSAL

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

Collab9 restricts access to external removable hard disk drives, which is the only type of media within collab9's secure information system boundary. The collab9 system is fully virtualized. The information system does not have the capability for attaching any other type of digital media, such as CD/DVD, portable USB hard disk drives or thumb drives, tape drives, and optical drives. External hard disk drives in SAN storage are part of SAN internal RAID sets, so individual drives do not have data in a format that can be reconstructed. The external removable hard disk drives are defined as the only type of media that would require media access protection.

When media is removed (an external removable hard disk drive is removed from the SAN), an authorized collab9 individual logs the transaction, receives internal security approval, wraps/labels the drive, and then stores it inside a container marked "For Destruction" within collab9's access-controlled cage within the datacenter. Collab9 uses a third-party contractor's asset disposition services annually for all media transport and destruction services.

#### 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.

Collab9's Availability goal is 99.92%. This is achieved via a multi-layer redundancy architecture and elimination of all single points of failure within collab9's datacenters. Collab9 operates two (2) geo-redundant datacenters located in Chicago and Los Angeles. Each datacenter is equipped with internal redundancies for power and all other requirements for sustained operation. Collab9 datacenters are interconnected utilizing redundant high bandwidth links which provide internal load-balancing between applications, cross application replication, and automatic failover for traffic routing if a customer's link to one datacenter is unavailable. Customer applications delivering voice, voicemail and collaboration services are also deployed with full 1:1 redundancy across each datacenter. SIP-based PSTN services ingress and egress via redundant session border controllers located within each datacenter and are configured for load-balancing and automatic failover in the event of hardware, network or datacenter failure.

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

See response to Section 5.5.4. This is applicable to U.S. customers only.

- 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.

Collab9 provides 24/7/365 phone and email support to designated customer administrative personnel. Designated customer administrative personnel also will have access to collab9's ticketing system for submission of incident and service requests.

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

Voice Availability Measurements and Remedies: Voice availability is based on downtime that exists when a customer is unable to make or receive voice calls using collab9. Such failure is recorded in collab9's trouble ticketing system. The downtime is measured from the time a trouble ticket is opened in collab9's trouble ticketing system to the time the affected customer service is restored to the level where the customer is able to make and receive voice calls using collab9's hosted voice and collaboration services. In order to qualify for credits, the outage must be deemed a Major Service Outage, which is defined as a service outage condition causing major service disruption to the collab9 Customer for which a trouble ticket is open. The Voice Availability SLA does not apply to Voice Quality. Subject to the foregoing limitations, each time Voice Availability is less than collab9's 99.92% availability goal, Customer qualifies for a credit as shown in the table below, prorated from the seat MRC of the user(s) affected by the missed objective, up to the maximums indicated in this section.

Customer must make a written request to collab9 for the credit within five (5) business days of the last day of the month in which Voice Availability Downtime occurred. The maximum credits given for a specific outage will not exceed twenty-five percent (25%).

| <i>Voice Availability Downtime</i> | <i>Amount of Credit based on per user Prorated MRC</i> |
|------------------------------------|--|
| <i>10 to 60 minutes</i>            | 5%   |
| <i>1 Hour to 2 Hours</i>           | 10%  |
| <i>2 Hours to 4 Hours</i>          | 15%  |
| <i>4 Hours to 8 Hours</i>          | 20%  |
| <i>Over 8 Hours</i>                | 25%  |

Customer must open a trouble ticket with collab9 while it is experiencing a service problem. The calculation of unavailable time is based on trouble ticket times. Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected must be identified in the original ticket.

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

The maintenance under collab9 is categorized as “Regular Maintenance” and “Emergency Maintenance.”

Regular Maintenance refers to hardware, software, and system configuration changes/upgrades to improve performance, increase capacity, and/or promote security. Regular Maintenance may temporarily degrade the quality of the Service and it may cause outages. Such effects related to Regular Maintenance will not give rise to service credits under this SLA. Regular Maintenance can be performed any evening between the hours of 10:00 P.M. and 4:00 A.M. Pacific.

Emergency Maintenance refers to efforts to correct Contractor infrastructure conditions likely to cause a severe degradation in service and/or material service outage, thereby requiring immediate attention. Emergency Maintenance may degrade the quality of the Service and it may cause outages. Such effects related to Emergency Maintenance will not give rise to service credits under this SLA. Contractor may undertake Emergency Maintenance at any time deemed necessary and will provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances.

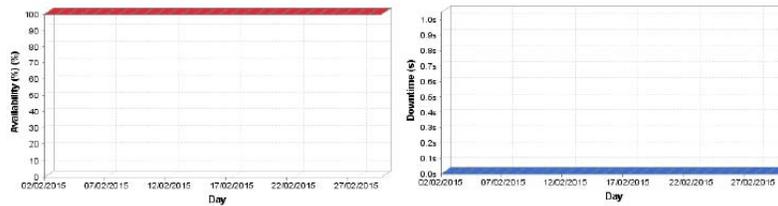
**8.12.6. Describe the consequences/SLA remedies if disaster recovery metrics are not met.**

All applicable consequences and remedies are outlined in collab9’s response to Section 8.12.4 of this document.

- 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.

Sample reports are supplied to Purchasing Entities and include batch statistics. Snap shots from collab9’s report are provided below:

### Monthly Graphs #1



Client Router Availability (%)

Client Router Downtime (sec)

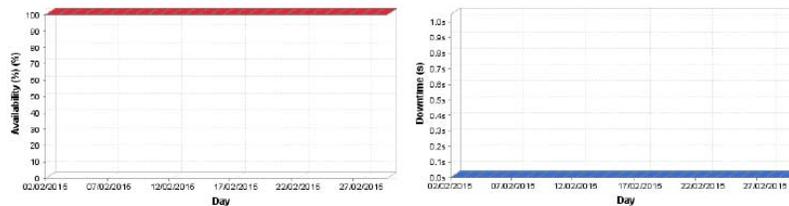
Client Router Downtime in February = 0 minutes  
 Max. Potential Uptime in February = 40,320 minutes

**Uptime = 100.0%**

**IMPORTANT:** No router downtime reported and no trouble tickets related to system availability.



### Monthly Graphs #2



C9 Infrastructure Availability (%)

C9 Infrastructure Downtime (sec)

C9 Infrastructure Downtime in February = 0 minutes  
 Max. Potential Uptime in February = 40,320 minutes

**Uptime = 100.0%**

**IMPORTANT:** No infrastructure downtime reported and no trouble tickets related to system availability.



## Incident Detail Report

| Incident # | Short Description                          | Creation Date | Completion Date | Same Day Resolved | Priority | Complete? |
|------------|--|---------------|-----------------|-------------------|----------|-----------|
| 1260067    | PHONE CONFIGURATION CHANGE                 | 02/02         | 02/02           | X                 | P4       | TRUE      |
| 1260272    | SPORADICALLY RECEIVING VM TO EMAIL         | 02/09         | 02/12           |                   | P3       | TRUE      |
| 1260359    | NOT GETTING A DIALTONE AND NOT GOING TO VM | 02/11         | 02/11           | X                 | P3       | TRUE      |
| 1260447    | NEW PHONE CONFIGURATION X550446            | 02/13         | 02/13           | X                 | P4       | TRUE      |
| 1260650    | DEPARTED USER – A. FINDLAY                 | 02/23         | 02/23           | X                 | P4       | TRUE      |
| 1260738    | 310-555-7098 IS REPORTED AS BEING CALLED   | 02/25         | 02/25           | X                 | P4       | TRUE      |
| 1260820    | NEW PHONE CONFIGURATION                    | 02/27         | 02/27           | X                 | P4       | TRUE      |
| 1260866    | NEW USER – MITCH STEIN                     | 02/27         | 02/27           | X                 | P4       | TRUE      |



## Response Detail Report

| Incident # | By      | Created |          |          | Acknowledged |          |          | Completed |          |               | Priority | Complete? |
|------------|---------|---------|----------|----------|--------------|----------|----------|-----------|----------|---------------|----------|-----------|
|            |         | Date    | Time     | Time     | Date         | Time     | Elapsed  | Date      | Time     | Elapsed       |          |           |
| 1260067    | G. RUSH | 02/02   | 12:22 PM | 12:23 PM | 02/02        | 12:23 PM | 1 m      | 02/02     | 1:47 PM  | 1 h 25 m      | P4       | TRUE      |
| 1260272    | G. RUSH | 02/09   | 12:02 PM | 12:28 PM | 02/09        | 12:28 PM | 26 m     | 02/12     | 11:14 AM | 2 d 23 h 12 m | P3       | TRUE      |
| 1260359    | G. RUSH | 02/11   | 11:44 AM | 11:47 AM | 02/11        | 11:47 AM | 3 m      | 02/11     | 4:00 PM  | 4 h 16 m      | P3       | TRUE      |
| 1260447    | B. COLE | 02/13   | 5:05 AM  | 5:13 AM  | 02/13        | 5:13 AM  | 8 m      | 02/13     | 3:38 PM  | 10 h 33 m     | P4       | TRUE      |
| 1260650    | B. COLE | 02/23   | 1:17 PM  | 1:44 PM  | 02/23        | 1:44 PM  | 27 m     | 02/23     | 3:29 PM  | 2 h 12 m      | P4       | TRUE      |
| 1260738    | G. RUSH | 02/25   | 1:51 PM  | 2:45 PM  | 02/25        | 2:45 PM  | 54 m     | 02/25     | 5:29 PM  | 3 h 38 m      | P4       | TRUE      |
| 1260820    | G. RUSH | 02/27   | 4:35 AM  | 5:51 AM  | 02/27        | 5:51 AM  | 1 h 16 m | 02/27     | 9:51 AM  | 5 h 16 m      | P4       | TRUE      |
| 1260866    | B. COLE | 02/27   | 12:57 PM | 12:58 PM | 02/27        | 12:58 PM | 1 m      | 02/27     | 6:13 PM  | 5 h 16 m      | P4       | TRUE      |



## Simple Call Detail Record

| Number     |            | Connection |          | Disconnection |          | Duration (m) |
|------------|------------|------------|----------|---------------|----------|--------------|
| Calling    | Called     | Date       | Time     | Date          | Time     |              |
| 812578     | 812566     | 05-Feb     | 03:03 PM | 05-Feb        | 03:05 PM | 2            |
| 9495555289 | 812543     | 05-Feb     | 01:00 PM | 05-Feb        | 01:29 PM | 29           |
| 812543     | 4085553098 | 05-Feb     | 11:40 AM | 05-Feb        | 11:48 AM | 8            |
| 812442     | 812566     | 05-Feb     | 10:56 AM | 05-Feb        | 11:00 AM | 4            |
| 812543     | 812554     | 05-Feb     | 10:36 AM | 05-Feb        | 10:39 AM | 3            |
| 3035550148 | 812555     | 05-Feb     | 10:01 AM | 05-Feb        | 10:12 AM | 11           |



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

Historical and statistical reports can be provided to each Purchasing Entity as negotiated under the Participating Addenda. However, the ability to print said reports locally does not exist currently in the collab9 solution.

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

Not Applicable to this specific SaaS offering.

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

Not Applicable to this specific SaaS offering. Scale-up and scale-down typically apply to IaaS and PaaS solutions.

### 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.

Collab9 has submitted its Census Assessments Initiative Questionnaire (CAIQ) to Cloud Security Alliance as of February 25<sup>th</sup> 2016 and registered under CSA STAR Self-Assessment, screenshot from Cloud Security Alliance's website provided below as evidence of submission. Collab9's CAIQ form can be viewed under response to Section 5.5.3.

- b. Completion of Exhibits 1 **and** 2 to Attachment B.

The CAIQ and CCM forms for collab9 have been attached separately titled:

1. Section 5.5.3. Response - Collab9 CAIQ v3 0 1-09-16-2014.xlsx

2. Section 5.5.3. Response - Collab9 CSA\_CCM\_v3.0.1-09-16-2014.xlsx

- c. Completion of a CSA STAR Attestation, Certification, or Assessment.

Collab9 has completed the CSA STAR Self-Assessment, as described in Section 5.5.3.

- d. Completion CSA STAR Continuous Monitoring.

Collab9 has completed the CSA STAR Self-Assessment, as described in Section 5.5.3.

#### 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.

Collab9 can process rush requests depending on the complexity of the request. Collab9 refers to its standard project plan which accounts for the collection of data, implementation of connectivity circuits and PSTN, etc. Assuming that the rush request comes in without the need for circuits, connectivity, PSTN, all data required for the collab9 implementation has been collected and vetted, and the infrastructure is appropriate for a collab9 solution, collab9 can implement said rush request in a fifteen (15) to thirty (30) day period from the receipt of a P.O.

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

Once a purchase order is received along with all required user/customer information pertinent to the total engagement, the typical lead-time to provision services is fifteen (15) to thirty (30) days. If additional site hardware or private circuits are required, the overall project timeline and commencement of final testing will be dependent upon the individual lead times for required hardware and/or circuit installation. Additional lead time may be required for large scale deployments, those deployments requiring a mutually agreed to phase approach, or when extensive customization is required.

#### 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.

Each Purchasing Entity has the ability to individually prescribe legal retention periods and disposition requirements.

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

Disaster risks include datacenter hardware failure, natural disasters that threaten the operation of an entire datacenter, loss of connectivity and loss of data. Collab9 mitigates risks posed to datacenter operation through the use of intra and inter datacenter redundancy, geographical separation of services, automated replication

of data between datacenters, and availability of all services at each datacenter location.

Network connectivity redundancy or local site service recovery is also incorporated into the overall solution to ensure a circuit outage will not affect service delivery to a customer location.

Risk to data loss is mitigated through the utilization of application clusters and real-time replication of data across datacenters. Disaster recovery backups are also conducted at regular intervals as required by Purchasing Entity RPO.

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

Collab9 currently operates two (2) geo-redundant datacenters located in Chicago and Los Angeles. Collab9 datacenters are interconnected utilizing redundant high bandwidth links which provide internal load-balancing between applications, cross-application replication, and automatic failover for traffic routing if a customer's link to one datacenter is unavailable. Customer applications delivering voice, voicemail and collaboration services are also deployed with full 1:1 redundancy across each datacenter in an active/active configuration. Customer IP phones, devices and applications are configured to automatically failover to an active application server the primary subscriber becomes unavailable. The Purchasing Entity's site connectivity to collab9 datacenters is facilitated via high availability MPLS circuits with an option for backup connectivity over IPsec VPN over Internet or a second MPLS circuit. BGP routing is utilized for route failover in the even a circuit outage is experienced.

SIP-based PSTN services ingress and egress via redundant session border controllers located within each datacenter and are configured for load-balancing and automatic failover in the event of hardware, network or datacenter failure.

## 8.16. (E) SOLUTION ADMINISTRATION

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

Collab9's Secure Hosted voice and collaboration services natively supports SAML v2.0 and SSO using a Purchasing Entity's Identity Provider (IdP). Supported IdPs include Active Directory Federation Services (ADFS), SiteMinder, PingIdentity, Shibboleth, OpenAM, and Oracle Identity Federation. Deployment and configuration of the IdP is the responsibility of the Purchasing Entity, however collab9 will configure integration for its cloud applications. Support for CAC and PKI credentials is dependent on capabilities of the IdP provided by the Purchasing Entity.

If the Purchasing Entity does not utilize an IdP for SSO, collab9's cloud applications can integrate with customer's Active Directory or LDAP-based service for synchronization of user accounts and user authentication. The Purchasing Entity would have the control to create, modify, and delete user accounts. These user accounts would then be synchronized with collab9's services on a set schedule. Purchasing Entity users will have the same username and password for UC applications as defined in the entity's Active Directory server. For user account synchronization, only specific user attributes are used within collab9's solution to include username, email address, and IP phone. If attributes or individual user accounts are, changed, added or deleted, the updates are synchronized at the following scheduled synchronization. At no time does collab9 overwrite or update data on the Purchasing Entity's AD or LDAP system.

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

Not Applicable – Collab9's secure hosted voice and collaboration services do not store customer data which is not directly related to the application configurations, settings, records, or user voicemail recordings.

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

Collab9 fully commits that any data that is garnered throughout the engagement process shall be tendered to a successor Cloud Hosting solution provider. This includes Purchasing Entity data, metadata, and usage data should this be required. It shall do so with the best of its ability and the availability of said data.

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

Participating entities are provisioned in a multi-tenant method which provides each entity a dedicated suite of virtual application servers, databases and services ensuring separation of customer data and traffic. User administration (MACDs) is done through Cisco Unified Communications Domain Manager, web-based management portal. Each entity would be able to manage their users across different location.

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

Participating entities are provisioned a dedicated suite of virtual application servers, databases, and services ensuring separation of customer data and traffic. Participating entities are able to define administration policies via a customized hierarchy using role-based access for single or multiple locations. Hierarchy levels and role-based access are configured separately for each entity and are used to organize configuration tasks and control. Each hierarchy level can be created and configured based on the individual requirements of the participating entity.

Permissions for these operations are available to administrators that are configured at higher levels in the hierarchy. Multiple administrators can be defined for each entity based on role and/or location.

## 8.17. (E) HOSTING AND PROVISIONING

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

Not Applicable – Collab9’s secure hosted voice and collaboration services are offered as a SaaS service. Upon finalization of customer requirements, all cloud services and applications are configured to specifications.

- 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 – Collab9’s secure hosted voice and collaboration services are offered as a SaaS service. Customers will not need to order or deploy new servers or resources. Since underlying resources are based solely on active user counts, resources are sized and adjusted automatically to user quantity.

2. Creating and storing server images for future multiple deployments

Not Applicable – Collab9’s secure hosted voice and collaboration services are offered as a SaaS service. Customers will not need to order or deploy new servers or resources for additional deployments. Since underlying resources are based solely on active user counts, resources are sized and adjusted automatically to user quantity.

3. Securing additional storage space

Not Applicable – Collab9’s secure hosted voice and collaboration services are offered as a SaaS service. Customers will not need to order or deploy additional storage space. Since underlying resources are based solely on active user counts, resources are sized and adjusted automatically to user quantity.

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

Not Applicable – Collab9’s secure hosted voice and collaboration service subscription includes 24/7/365 monitoring at a U.S.-based Network Operations Center. All customer applications, datacenter infrastructure, and required on-site hardware including telephones and/or optional voice gateways are proactively monitored.

## 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.

Collab9's customer on-boarding process includes comprehensive solution testing period for Purchasing Entities. During the acceptance testing phase, collab9, reseller, and customer participate in a feature-by-feature test and sign off.

Customer training periods are dictated on a per engagement basis and detailed in the Purchasing Entity's master service agreement with collab9.

- 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.

Collab9 offers participating entities two (2) options for solution evaluation, testing and proof of concept.

Demo - Collab9 provides customers with a small, non-customized, short-term evaluation of the core collab9 service. Demo periods should not exceed twenty (20) users or thirty (30) days in duration.

Pilot – Collab9 pilots are utilized for larger or longer-term deployments. Pilots will typically require VPN connectivity and be subject to traditional customer on-boarding processes. This pilot period typically is sixty (60) days, however more customized pilots and associated custom time periods are available as per individual customer requirements.

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

Purchasing Entities are provided user manuals which cover the operation of end-user devices and applications during the customer on-boarding process. Subscription to collab9 services include administrative Moves, Adds, Changes and Deletes (MACDs), 24/7/365 U.S.-based monitoring, software and firmware upgrades, installation and implementation of security patches to software and hardware, as well as Tier 2 and Tier 3 incident support.

Member or end-user training typically is provided by the reselling collab9 partner directly to the Purchasing Entity. The charges for this training, or lack thereof, are subject to each individual Purchasing Entity requirement.

## 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.

Collab9 is offering a secure hosted voice and collaboration service that is an open standard solution and can be integrated with other applications through APIs. Collab9 can integrate its cloud solution with Attendant Console, Emergency Responder, Contact Center, paging, Web and Video conferencing, call recording,

etc. Collab9 also offers integration with Microsoft Exchange, Skype for Business (formerly Lync), Office 365, Google Apps, and Salesforce.com.

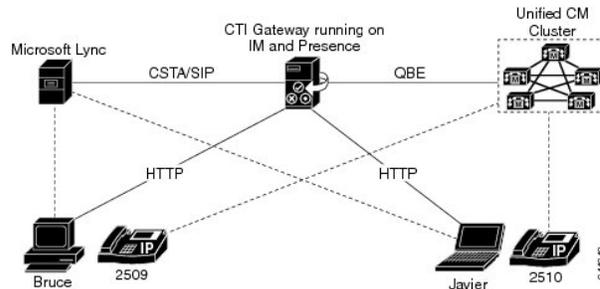
In the case of Contact Center deployment, integration with the customer's database and CRM is also performed.

Collab9 can provide Gmail and Google Apps integration through either Donoma or Esna Cloudlink.

Collab9 can integrate the Hosted Collaboration Solution to Skype for Business. Microsoft Remote Call Control (RCC) allows enterprise users to control their Cisco Unified IP phone or Cisco IP Communicator phone through Skype for Business, a third-party desktop instant-messaging (IM) application. When a user signs in to the Skype for Business client, the Skype for Business server sends instructions, through the IM and Presence Service node, to the Cisco Unified Communications Manager to set up, tear down, and maintain calling features based on a user's action at the Skype for Business client.

### Integration Overview

IM and Presence Service allows enterprise users to control their Cisco Unified IP phone or Cisco IP Communicator phone through Skype for Business, a third-party desktop IM application.



Skype for Business sends session-initiating requests to the Computer Telephony Interface (CTI) Gateway on IM and Presence Service to control the Cisco Unified IP phones or Cisco IP Communicator phones that are registered in Cisco Unified Communications Manager. The CTI Gateway forwards the requests to the CTI Manager on Cisco Unified Communications Manager. The Cisco Unified Communications Manager returns the events to the Skype for Business application using the same path in the opposite direction.

The requests are distributed to the CTI connection addresses in a round-robin sequence, for example the first request is routed to first CTI node, second request to next CTI node, and so on. In a dual-node IM and Presence Service cluster, a load balancer can be used to distribute (in a round-robin manner) the session-

initiating requests that are sent from Skype for Business clients to the publisher and subscriber IM and Presence Service nodes.

### **CTI Gateway Monitors CTI Connection Addresses for Skype for Business User Sign-In**

When the CTI Gateway on IM and Presence Service starts, it connects to all CTI connection addresses in the configured list, and monitors these connections by sending periodic heartbeat messages. When a Skype for Business user signs in, Skype for Business server sends a SIP INVITE request with a CSTA body to the CTI Gateway to monitor the Cisco Unified IP phone or Cisco IP Communicator phone for the user. The CTI Gateway creates a session for that Skype for Business user, and uses the load-balancing mechanism to send session-initiating requests from that user to any of the CTI connection addresses.

### **CSTA Application Session Is Established**

After the CSTA application session is established, Skype for Business and CTI Gateway exchange a sequence of SIP INFO messages for activities such as monitoring devices, making calls, transferring calls, or changing the status of controlling devices. This message exchange is sent over the same CTI connection address with which the initial session was established.

If connection to any of the CTI Managers fails, outbound call requests from Skype for Business are returned until the connection comes back into service. If a Cisco Unified Communications Manager node is down, the CTI Gateway will make periodic attempts to re-establish a connection to it. When the Cisco Unified Communications Manager node comes back in service, the CTI Gateway will reconnect to it and monitor the connection. In this case, when Skype for Business sends an (in-session) SIP INFO request, the CTI Gateway will have a different CTI Manager connection ID because of a new connection. Skype for Business sends a new SIP INVITE message, but the Skype for Business user is not required to sign in again.

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

Collab9's secure hosted voice and collaboration services are based on a multi-tenant environment; each Purchasing Entity will have dedicated instances of each application in collab9's two (2) geo-redundant datacenters. Each Purchasing Entity will have different feature sets implemented along with their own management portal for MACDs. Accordingly, unique music on hold (MoH) files can be uploaded for each Purchasing Entity. Furthermore, unique call routing, voicemail, auto-attendant, dial-plan, and interactive voice response (IVR) features can be customized in accordance with individual customer requirements. Add-on applications which provide additional capabilities beyond basic voice, voicemail,

Instant Messaging and Presence can also be provisioned and customized on a per customer basis. Collab9's secure hosted voice and collaboration services are flexible and can be architected to meet a participating entity's requirements for PSTN, Internet and IP WAN connectivity.

## 8.20. (E) MARKETING PLAN

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

Collab9 intends to present its solutions to NASPO ValuePoint and Participating Entities with a multi-pronged marketing strategy leveraging multiple platforms. This strategy will be content-driven with a decided emphasis on educational resources pertaining to collab9's solution set. In addition to promoting its unique position as a contract holder, collab9 will present resources to this audience to help them effectively leverage and implement its services.

These resources include:

### 1. Dedicated NASPO Landing Page

All materials will link back to a dedicated landing page where collab9 will provide all pertinent resources related to the contract, procurement and detail its capabilities via this procurement vehicle.

Agencies will be encouraged to link to this page and can also have customized subsets for their specific needs (will be supported at state and county level).

### 2. Webinars

Collab9 will host regular webinars for NASPO ValuePoint and Participating Entities featuring secure hosted voice and collaboration-related topics.

Collab9 will vary webinar content so that certain sessions are relevant to technical staff, while other sessions will cater to procurement officials and end users.

Webinars will be recorded and available for playback.

Agencies will be encouraged to link from their websites so their staff can find the content easily.

### 3. NASPO Newsletter

Collab9 will create a dedicated newsletter linking to the latest articles, white papers and videos that pertain to this audience.

### 4. Blog

Collab9 hosts a large volume of content via its secure hosted voice and collaboration blog. Users from NASPO ValuePoint and Participating Entities can subscribe to receive the latest content updates.

## 5. Outreach

Collab9 will utilize direct mail and digital platforms to inform agencies of the contract, the benefits of secure hosted voice and collaboration, and its capabilities.

## 6. In-Person Events

Collab9 will host lunch and learn workshops in various State, County, and City agencies on the benefits of secure hosted voice and collaboration. These will be scheduled based on availability of collab9's team and the availability of the host agency. Collab9 plans to have one (1) event per month on a rotational basis and is open to recommendations of where to have these events.

### 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.

Collab9 provides most pre- and post- implementation services related to the offered solution within its subscription price. This would include configuration, integration with Participating Entity networks and systems, remote monitoring and maintenance. For implementations which require Contact Center, advanced scripting services are offered separately and would be priced in the Participating Entity's RFQ. Since collab9 utilizes authorized resellers, its resellers typically offer a host of value-added services. These value-added services include but are not limited to on-site training services, hardware/software sales and installation, post-implementation managed services, Tier 1 help desk support, pre-sales site-surveys and VoIP readiness assessments. Authorized resellers of the collab9 service may also propose the sales, installation and integration for separate solutions complimentary or related to the collab9 service. Any required value-added services not included in the collab9 or resellers solution would be separately priced for each participating entity RFQ response.

### 8.22. (E) SUPPORTING INFRASTRUCTURE

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

It is required that the Purchasing Entity's LAN, cabling and overall network support VoIP services. Typically a site and VoIP readiness assessment will be performed by collab9 in conjunction with its fulfillment partner to ensure the Purchasing Entity's network will support VoIP and video communications.

Collab9 along with the reselling partner also will work directly with the Purchasing Entity to assess current hardware and provide detailed recommendations for additional hardware when required. At a minimum, the following customer premises equipment (CPE) is required on a Purchasing Entity's site:

- IP phones: Collab9 currently supports the use of Cisco IP phones and TelePresence endpoints. Supported IP phones and TelePresence devices are listed below:

#### Voice routers

| Component  | Minimum Version    | Recommended Version |
|--|--------------------|---------------------|
| Cisco Integrated Services Router, Generation 1<br>2800 & 3800 series routers | 8.6 /IOS 15.1(4)M7 | 8.6 /IOS 15.1(4)M10 |
| Cisco Integrated Services Router, Generation 2<br>2900 & 3900 series routers | IOS 15.3(3)M5      | IOS 15.4(3)M2       |
| Cisco Integrated Services Router, Generation 3<br>4000 series                | IOS XE 3.10.0S     | IOS XE 3.13.1       |

Customer provided 2800 and 3800 series routers (ISR G1) are supported as long as an active service contract is maintained and they meet the IOS compatibility list. These are evaluated on case-by-case basis, please contact Collab9 Engineering for review and approval.

#### Analog adapters and gateways

| Type           | Minimum Supported Firmware | Recommended Firmware |
|----------------|----------------------------|----------------------|
| Cisco VG 202   | IOS 15.0.1 M10             | IOS 15.1.4M10        |
| Cisco VG 204   | IOS 15.0.1 M10             | IOS 15.1.4M10        |
| Cisco VG 202XM | IOS 15.4(2)T2              | IOS 15.4(3)M2        |
| Cisco VG 204XM | IOS 15.4(2)T2              | IOS 15.4(3)M2        |
| Cisco VG 224   | IOS 15.1.4 M7              | IOS 15.1(4)M10       |
| Cisco VG 228   | 1.3(2)_ES3                 | 1.3(2)_ES3           |
| Cisco VG 310   | IOS 15.4(3)M1              | IOS 15.4(3)M2        |
| Cisco VG 320   | IOS 15.4(3)M1              | IOS 15.4(3)M2        |
| Cisco VG 350   | IOS 15.2(4)M               | IOS 15.4(3)M2        |
| Cisco ATA 186  | 3.2(4)                     | 3.2(4)               |
| Cisco ATA 187  | 9.2(3)                     | 9.2(3)               |
| Cisco ATA 190  | 1.1.0                      | 1.1.2                |

#### WAN Interfaces

| Type      | Interface card  |
|-----------|-----------------|
| WAN/Voice | VWIC2-1MFT-T1E1 |
| WAN/Voice | VWIC2-2MFT-T1E1 |
| WAN/Voice | VWIC3-1MFT-T1E1 |
| WAN/Voice | VWIC3-2MFT-T1E1 |
| WAN/Voice | VWIC3-4MFT-T1E1 |
| WAN       | HWIC-1DSU-T1    |

#### Unified Communication Interfaces

| Type                   | Interface card |
|------------------------|----------------|
| Unified Communications | VIC2-2FXO      |

|                        |           |
|------------------------|-----------|
| Unified Communications | VIC2-4FXO |
|------------------------|-----------|

## Phones

| Type               | Supported Series        |
|--------------------|-------------------------|
| Desk Phone         | Cisco 3900 Series       |
| Desk Phone         | Cisco 6900 Series       |
| Desk Phone         | Cisco 7800 Series       |
| Desk Phone         | Cisco 7900 Series       |
| Desk Phone         | Cisco 8800 Series       |
| Desk Phone         | Cisco 8900 Series       |
| Desk Phone         | Cisco 9900 Series       |
| Desk Phone         | Cisco DX Series         |
| TelePresence       | Cisco MX, EX, SX Series |
| Soft Phone Client  | Cisco Jabber version    |
| Smart Phone Client | Apple iPhone Jabber     |
| Smart Phone Client | Google Android Jabber   |

## Switches

Voice VLAN and QoS capable managed Layer2/Layer3 switches. Please consult for details and approval.

2. LAN Switches: Layer 2 network access switches are required for network connectivity of VoIP devices. Switches should at a minimum be configured for quality of service (QoS), voice VLAN and DHCP. If current switches do not support Power over Ethernet (PoE), external power supplies for VoIP devices will need to be procured.
  3. Voice gateways: Purchasing Entities with analog devices which will be registered to the collab9 service will need an IP-Analog gateway. Supported gateway devices are listed above under bullet 1.
  4. PSTN Gateways: Purchasing Entities which use local PSTN service not delivered by collab9 will be required to deploy a PSTN gateway. Supported PSTN gateway devices are listed above under bullet 1.
- 8.22.2. If required, who will be responsible for installation of new infrastructure and who will incur those costs?

Configuration of all collab9 datacenter infrastructure, related configurations on CPE, and end-to-end testing is conducted by collab9 engineers and is included with subscription. Purchasing Entities will be responsible for the procurement of required CPE hardware, and installation services from an authorized collab9 fulfillment partner. Collab9's qualified sub-contractor will install, configure and test required hardware and infrastructure located on customer site. For approved CPE that is already installed on Purchasing Entity's site, collab9 will configure and test at no additional charge.

### 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).

Collab9's architecture aligns with all aspects of the reference model for the cloud provider as detailed in NIST 800-292. Collab9 assumes all responsibility for the configuration, management, and control of the offered SaaS service delivered by collab9. Only basic user settings and configurations and simple service administrations are available to the customer. In some instances, depending on the Purchasing Entity's requirements, all administration can be fulfilled by collab9 or its qualified reseller.

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***Section Title: Confidential,  
Protected or Proprietary  
Information***

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Audited Financial Statements of Collab9, Inc. (formerly En Pointe Technologies Sales, Inc.) for the Fiscal Year Ended September 30, 2014 and September 30, 2013 are attached separately. Please see document titled: “Section 6.3. Collab9, Inc. (formerly En Pointe Technologies Sales, Inc.) - Audited Financial Statements FY 2013-14.pdf.” These financials are attached separately because they have been identified by collab9 as confidential in accordance with The Claim of Business Confidentiality Form referenced in section 3.13 of the RFP and provided under section 6.3.

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*Section Title: Exceptions and/or  
Additions to the Standard Terms  
and Conditions*

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## COLLAB9, INC. DISCLAIMER

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Contractor does not condition its proposal on the Lead State's acceptance of the precise language set forth below. Contractor requests the opportunity to negotiate final contract terms that are acceptable to both parties. Contractor understands and accepts that any contract resulting from this Proposal must comply with applicable state laws and regulations and must be acceptable to the Lead State. Contractor has successfully negotiated several agreements with other public entities and is confident it can do so here.

Contractor proposes that in the event of a conflict among the contractual documents, the following is the order of precedence: (i) the specific Order between Contractor and the Purchasing Entity, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), as mutually agreed to between the parties; (ii) the MSA General Terms and Conditions, as mutually agreed to between the parties, (iii) Contractor's proposal to the RFP; (iv) the RFP; and (v) any purchase orders and supplemental agreements.

### MSA Terms and Conditions Compliance Checklist

| #   | Title   | Comply | Exception | Not Comply |
|-----|---|--------|-----------|------------|
| 1   | Master Agreement Order of Precedence                              | X      |           |            |
| 2.  | Definitions   | X      |           |            |
| 3.  | Term of Agreement   | X      |           |            |
| 4.  | Amendments  | X      |           |            |
| 5.  | Assignment /Subcontracts  | X      |           |            |
| 6.  | Discount Guarantee Period   | X      |           |            |
| 7.  | Termination   | X      | X         |            |
| 8.  | Confidentiality, Non-Disclosure, and Injunctive Relief            | X      | X         |            |
| 9.  | Right to Publish  | X      |           |            |
| 10. | Defaults and Remedies   | X      | X         |            |
| 11. | Changes in Contractor Representation                              | X      |           |            |
| 12. | Force Majeure   | X      |           |            |
| 13. | Indemnification   | X      | X         |            |
| 14. | Independent Contractor  | X      |           |            |
| 15. | Individual Purchasing Entities                                    | X      |           |            |
| 16. | Insurance   | X      | X         |            |
| 17. | Laws and Regulations  | X      |           |            |
| 18. | No Waiver of Sovereign Immunity                                   | X      |           |            |
| 19. | Ordering  | X      |           |            |
| 20. | Participants and Scope  | X      |           |            |
| 21. | Payment   | X      |           |            |
| 22. | Data Access Controls  | X      |           |            |
| 23. | Operations Management:  | X      |           |            |
| 24. | Public Information  | X      |           |            |
| 25. | Purchasing Entity Data  | X      |           |            |
| 26. | Records Administration and Audit                                  | X      |           |            |
| 27. | Administrative Fees   | X      |           |            |
| 28. | System Failure or Damage  | X      |           |            |
| 29. | Title to Product  | X      | X         |            |
| 30. | Data Privacy  | X      | X         |            |
| 31. | Warranty  | X      | X         |            |
| 32. | Transition Assistance   | X      | X         |            |
| 33. | Waiver of Breach  | X      | X         |            |
| 34. | Assignment of Antitrust Rights                                    | X      |           |            |
| 35. | Debarment   | X      |           |            |
| 36. | Performance and Payment Time Frames that Exceed Contract Duration | X      |           |            |
| 37. | Governing Law and Venue   | X      | X         |            |
| 38. | No Guarantee of Service Volumes:                                  | X      |           |            |
| 39. | NASPO ValuePoint eMarket Center                                   | X      |           |            |
| 40. | Contract Provisions for Orders Utilizing Federal Funds            | X      |           |            |

|     |   |   |   |  |
|-----|---|---|---|--|
| 41. | Government Support                                  | X |   |  |
| 42. | NASPO ValuePoint Summary and Detailed Usage Reports | X |   |  |
| 43. | Limitation of Liability                             |   | X |  |
| 44. | Entire Agreement                                    | X |   |  |
|     | Exhibit A – Service Level Agreement                 | X |   |  |

## Master Agreement Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Master Agreement Terms and Conditions Compliance Checklist above, Contractor provides the following Explanations below.

| Exception Explanations |  |   |
|------------------------|--|---|
| #                      | Title  | Explanation of Exception  |
| 7.                     | Termination  | Contractor believes that tying termination to a party’s failure to timely cure a default per Section 10(b) is the appropriate mechanism for termination.  |
| 8.                     | Confidentiality, Non-Disclosure, and Injunctive Relief | Contractor has amended the definition of confidential information under the MSA to “non-public information that is designated confidential or that a reasonable person should understand to be confidential, including (1) Data; (2) any Purchasing Entity's records, (3) personnel records, and (4) information concerning individuals. Confidential Information does not Include information that (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving Party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.”<br>Contractor also believes that the standard of care in handling Confidential Information should be “the same degree of care it applies to its own Confidential information, but in no event less than a reasonable degree of care”<br>Lastly, Contractor wants to make clear that certain proprietary technology core to its business remains confidential and that it belongs to Contractor. |
| 10.                    | Defaults and Remedies                                  | Contractor believes that this section should be mutual with respect to the ability to cure defaults   |
| 13.                    | Indemnification  | This section protects the Purchasing Entity from infringement claims that are within Contractor’s reasonable ability to investigate and remedy. Generally, only claims of infringement of U.S. patents, copyrights and trade secrets are included because it would be unduly burdensome to investigate those rights in all other countries, in most cases.  |
| 16.                    | Insurance  | Contractor has changed the limits on the General Liability requirement to reflect its current coverage of \$1,000,000 per occurrence with a \$15 million umbrella policy. Contractor has changed the Professional Liability coverage from an “occurrence” form to a “claims made” form as that is how such coverage is written and is what Contractor currently has. Contractor has also changed the limits on the Professional Liability to reflect its current insurance program, which provides \$10,000 per claim with \$1,000,000 per claim for Network Security.  |

|     |                  |   |
|-----|------------------|---|
| 29. | Title to Product | Contractor has deleted “perpetual” license and replaced it with a license “for the period that the Services are being provided,” which Contractor believes should provide the Purchasing Entity with a sufficient license.  |
| 30. | Data Privacy     | Contractor has added an additional paragraph to this section to make clear how Data is to be handled under the MSA and to make clear who is responsible for such Data by inserting the following: “All Data which the Lead State makes available to Contractor in connection with this Agreement, including data provided via use of any API is stored in a private and secure fashion, will not be used by Contractor except as necessary to provide the Services. Lead State hereby grants to Contractor a limited, non-exclusive, non-transferable, royalty-free right to use, display, transmit and distribute the Data solely in connection with providing the Services to Lead State. Except as provided in this Agreement, Lead State shall be solely responsible for providing, updating, uploading and maintaining all Data. The content of Data shall be Lead State’s sole responsibility. Contractor shall operate the Services in a manner that provides reasonable information security for Data, using commercially reasonable data backup, security, and recovery protections.”  |
| 31. | Warranty         | Contractor has accepted the terms of this section but has added two additional paragraphs – one with regard to malware “Contractor will make commercially reasonable efforts to ensure that the Products provided under this Master Agreement will not contain any virus, Trojan horse, or worm, or other software designed to permit unauthorized access to, or to erase or otherwise harm, Purchasing Entity’s software, hardware, or data.” The other additional paragraph mirrors the Uptime guarantee in the SLA to make clear how and when the Services will be maintained “Subject to the terms and conditions of this Agreement, Contractor shall use commercially reasonable efforts to provide access to the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Purchasing Entity agrees that from time to time the Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Contractor may undertake from time to time; or (iii) causes beyond the control of Contractor or which are not reasonably foreseeable by Contractor, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). Contractor shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Purchasing Entity in the event of any scheduled Downtime. Contractor shall have no obligation during performance of such operations to mirror Data on any other server or to transfer Data to any other server. Contractor shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Downtime, whether scheduled or not.” Lastly Contractor has inserted its standard disclaimer with regard to remedies in the event of a breach of warranty and with respect warranties not contained in the MSA: “Contractor's sole liability (and Lead State's, Purchasing Entity's and Participating Entity's exclusive remedy) for any warranty claim shall be for Contractor to re-perform the deficient Services, or, if Contractor falls to remedy such deficiency within thirty (30) days of notice of a claim, to void |

|     |                         |   |
|-----|-------------------------|---|
|     |                         | <p>the invoice for the deficient Services. Contractor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Lead State, Purchasing Entity or Participating Entity, or a third party.</p> <p>THIS SECTION 31 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY CONTRACTOR ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER’S WARRANTY.” This section clarifies Contractor’s position on other warranties, including warranties implied by the Uniform Commercial Code and warranties on items not developed by Contractor. This disclaimer protects Contractor from a claim that it has made other express or implied warranties, such as in proposals or promotional materials. It specifically states Contractor does not warrant that work is “fit for Purchasing Entity’s purpose.” Contractor does not know all of Purchasing Entity’s purposes and cannot make any such warranty. This section outlines the expectations of the parties by clarifying that all warranties must be specified in the MSA.</p> |
| 32. | Transition Assistance   | Contractor has deleted the reference to the Purchasing Entity controlling the security requirements in favor of the level of security stated in the Participating Addendum, which Contractor believes will more clearly set forth security requirements.  |
| 33. | Waiver of Breach        | Contractor has made this section applicable to all Parties, which continues to protect the Lead State and the Purchasing and Participating Entities while affording Contractor the same protection.   |
| 37. | Governing Law and Venue | The purpose of this section is to map out the process of dispute resolution. It is important that this section provides for a progression from informal dispute resolution, including possible mediation, to arbitration and in some cases a court appearance, because of the costliness and extended time periods of litigation. This section also limits discovery in any arbitration proceeding because discovery can be costly, distracting and time intensive. This section also provides for proceedings to take place in Salt Lake City, Utah (Lead State’s principal place of business) and governed by Utah law. Contractor believes this insertion also creates strong incentives to resolve disputes informally, instead of resorting to legal action.   |
| 43. | Limitation of Liability | This provision caps the amount for which Contractor will be held liable for damages that flow directly from a breach of the MSA or an Order or a problem with the Services or Products. This provision is also mutual, and protects the Purchasing Entity as well as Contractor. Contractor’s ability to offer its very best pricing is contingent upon its ability to quantify its liability under the MSA.  |

Negotiation Contact: Peta Gorshel, General Counsel  
Tel. 424-331-1243  
Email: [pgorshel@collab9.com](mailto:pgorshel@collab9.com)  
Work Hours: 8:00 A.M. to 5:00 P.M. Pacific, Mon. through Fri.

## ATTACHMENT E

### Service Level Agreement

This is the Service Level Agreement for Contractor's hosted voice and collaboration services and supplements the NASPO ValuePoint Master Agreement Terms and Conditions ("Master Agreement") executed by the Customer.

#### 1. Contractor Voice Availability goal:

- Components Included: Contractor-hosted Cisco Unified Communications Manager, Cisco Unity Connection, and Cisco Unified Presence.
- Components Not Included: Services/equipment not provided by Contractor, such as Customer-supplied hardware, Customer's network and broadband connectivity, Customer's PSTN and Long Distance carrier services.
- This SLA only governs customers within the United States.
- Voice Availability goal is shown in this table:

|                                |               |
|--------------------------------|---------------|
| <b>Voice Availability Goal</b> | <b>99.92%</b> |
|--------------------------------|---------------|

- Voice Availability measurements: Voice availability is based on downtime that exists when Customer is unable to make/receive voice calls using the Service.
- Downtime is measured from the time a trouble ticket is opened in Contractor's ticketing system to when the affected Customer's service is restored to the level where the Customer is able to make/receive voice calls using the Service. The trouble ticket must be opened while Customer is experiencing the service problem.
- Downtime does not include system maintenance activities or circumstances outside Contractor's control, such as interruptions of service caused by intermediary service providers; client-site electrical outages; failure or malfunction of equipment not owned or controlled by Collab9; acts, negligence, or non-responsiveness on the part of the Customer or its contractors; and other forms of force majeure.
- Contractor will require Customer local site contact's assistance with physical replacement of equipment and to carry out instructions for replacement equipment configuration. All instructions will be provided in English.
- Neither Voice Availability measurements nor downtime calculations apply to Voice Quality.

#### 2. Voice Availability remedies:

- Customer must make a written request to Contractor for the credit within five (5) business days of the last day of the month in which Voice Availability downtime occurred.
- To qualify for credits, the outage must be deemed a Major Service Outage, which is defined as a service outage condition causing major service disruption to the Customer for which a trouble ticket is open.
- The maximum credits given for a specific outage will not exceed 25% of the monthly recurring charges (MRC) for the affected services.
- Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected must be identified in the original ticket.
- Subject to the foregoing limitations, Customer qualifies for a credit as shown in the table below, prorated by the per-seat MRC of the affected users, up to the maximums indicated in this section:

| <b>Major Service Outage downtime</b> | <b>Amount of credit based on affected user prorated MRC</b> |
|--------------------------------------|---|
| <b>10 to 60 minutes</b>              | <b>5%</b>   |
| <b>1 Hour to 2 Hours</b>             | <b>10%</b>  |
| <b>2 Hours to 4 Hours</b>            | <b>15%</b>  |
| <b>4 Hours to 8 Hours</b>            | <b>20%</b>  |
| <b>Over 8 Hours</b>                  | <b>25%</b>  |

### **3. Customer-provided Customer premises Equipment:**

- For Customer-provided Customer premises equipment for use by Customer solely with Contractor Services, Contractor will assist in diagnosing and resolving issues using best efforts.
- Should Customer equipment need replacement, Contractor will notify Customer of its inability to assist with repairs, and Customer should replace the equipment accordingly.

- Restoration of Service contingent upon Customer-owned equipment replacement does not apply to Contractor Availability goal or downtime calculations.

#### **4. Language Support:**

Contractor answers user calls and support calls in English only. Multiple language support is not offered at this time.

#### **5. Maintenance:**

Contractor system maintenance performed within this agreement is categorized as either “Regular Maintenance” or “Emergency Maintenance.”

- Regular Maintenance refers to hardware, software, and system configuration changes/upgrades to improve performance, increase capacity, and/or promote security. Regular Maintenance may temporarily degrade the quality of the Service and it may cause outages. Such effects related to Regular Maintenance will not give rise to service credits under this SLA. Regular Maintenance can be performed any evening between the hours of 10:00 PM and 4:00 AM Pacific.
- Emergency Maintenance refers to efforts to correct Contractor infrastructure conditions likely to cause a severe degradation in service and/or material service outage, thereby requiring immediate attention. Emergency Maintenance may degrade the quality of the Service and it may cause outages. Such effects related to Emergency Maintenance will not give rise to service credits under this SLA. Contractor may undertake Emergency Maintenance at any time deemed necessary and will provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances.

#### **6. Service Credit Exceptions; Maximum Credit:**

- Service credits will not be available in cases where the goal is not met as a result of: (a) the negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, without limitation, Customer’s failure to comply with terms of Service Exhibit; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculations of SLAs; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Contractor; (c) circumstances or causes beyond the control of Contractor, including instances of force majeure; (d) service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Contractor with accurate, current contact information; or (f) Customer’s failure to provide Contractor with remote and/or on-site access to covered devices.

If Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer shall be entitled to receive only the highest maximum single credit availability for such event (e.g., Customer will not be entitled to “double credits”). Credits may not exceed 100% of the monthly fee for the affected service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer’s remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2500

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and collab9, LLC (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

Contractor is changing its name from collab9, Inc. to collab9, LLC. Contractor's corporate entity remained intact and the Federal ID number remained unchanged 95-4650291.

Effective Date of Amendment: May 24, 2017

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

*J. Genato* 5/26/2017  
Contractor's Signature Date

*[Signature]* 5/26/17  
Kent Beers Director Date  
State of Utah Division of Purchasing

*Jordan Genato*  
Contractor's Name (Print)

*Controller*  
Title (Print)

|                                      |                         |  |                      |
|--------------------------------------|-------------------------|--|----------------------|
| Purchasing Agent<br>Solomon Kingston | Phone #<br>801-538-3228 | e-mail<br><a href="mailto:skingston@utah.gov">skingston@utah.gov</a> | Contract #<br>AR2500 |
|--------------------------------------|-------------------------|--|----------------------|



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR2500

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and collab9, LLC (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

Contractor's address provide in section 1 of the Master Agreement signature page is amended to the following:  
21515 Hawthorne Blvd, Suite 200, Torrance, CA 90503

Effective Date of Amendment: 2/1/2019

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

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

CONTRACTOR

STATE OF UTAH

*J. Genato* 2-6-19 *Christopher Hughes*  
Christopher Hughes (Feb 7, 2019)

Feb 7, 2019

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Jordan Genato

Contractor's Name (Print)

Controller

Title (Print)

| For Division of Purchasing Internal Use |              |                    |            |
|---|--------------|--------------------|------------|
| Purchasing Agent                        | Phone #      | E-mail Address     | Contract # |
| Solomon Kingston                        | 801-538-3228 | skingston@utah.gov | AR2500     |