

TIPS VENDOR AGREEMENT

Between Jive Communications, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180306 Technology Solutions Products and Services (2)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

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Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general

scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Company Name Jive Communications, Inc.

Address 1275 West 1600 North

City Orem State UT Zip 84057

Phone 866-768-5429 Fax 866-372-5429

Email of Authorized Representative mbunker@jive.com

Name of Authorized Representative Meredith Bunker

Title Director of Proposal Development

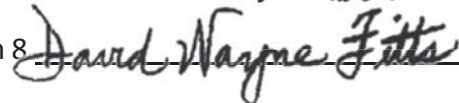
Signature of Authorized Representative 

Date April 26, 2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/25/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x	Department		Department
Fax		Building		Building
Bid Number	180306	Floor/Room		Floor/Room
Title	Technology Solutions Products and Services (2)	Telephone	+1 (866) 839-8477 x	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472 x	Fax
Issue Date	3/1/2018 08:05 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	4/30/2018 03:00:00 PM (CT)			

Supplier Information

Company Jive Communications, Inc
 Address 1275 West 1600 North
 STE 1000
 Orem, UT 84057

Contact
 Department
 Building
 Floor/Room
 Telephone (405) 355-2559
 Fax (405) 355-2559
 Email
 Submitted 4/26/2018 12:05:13 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Meredith Bunker

Email kayly.shelton@logmein.com

Supplier Notes

Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170306 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. Both have the same termination date.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Jive provides enterprise Hosted VoIP and business phone systems, mobile VoIP applications, web and video conferencing, and cloud contact center.
6	Primary Contact Name	Primary Contact Name	Meredith Bunker
7	Primary Contact Title	Primary Contact Title	Director of Proposal Development
8	Primary Contact Email	Primary Contact Email	mbunker@jive.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8018008230
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8018008230
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kurt Snodgrass
13	Secondary Contact Title	Secondary Contact Title	Business Development Manager
14	Secondary Contact Email	Secondary Contact Email	ksnodgrass@jive.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4053552559
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kurt Snodgrass
19	Admin Fee Contact Email	Admin Fee Contact Email	ksnodgrass@jive.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4053552559
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kurt Snodgrass
22	Purchase Order Contact Email	Purchase Order Contact Email	ksnodgrass@jive.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4053552559
24	Company Website	Company Website (Format - www.company.com)	www.jive.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	02-0783048
26	Primary Address	Primary Address	1275 West 1600 North, Suite 100
27	Primary Address City	Primary Address City	Orem
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	UT
29	Primary Address Zip	Primary Address Zip	84057
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Hosted VoIP, Telecommunications, Jive, Internet
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Orem
34	Company Residence (State)	Vendor's principal place of business is in the state of?	UT

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	20%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	12
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

62	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Remedies Explanation of No Answer		
69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 71 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

78 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

82 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items

Response Total: \$0.00

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

[Jive Communications, Inc.](#)

Name of Organization

[1275 West 1600 North, Orem, UT 84057](#)

Address, City, State and Zip of Organization

[Meredith Bunker, Director - Proposal Development](#)

Name & Title of Submitting Official



Signature

[April 26, 2018](#)

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Meredith Bunker

Print Authorized Company Official’s Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: 

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Jive Communications, Inc.
(Name of Corporation)

I, certify that I am the Secretary of Jive Communications, Inc.
(Name of Corporate Secretary)

the Corporation named as OFFERER herein above; that

Meredith Bunker
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Director of Proposal Development
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL



SIGNATURE

April 26, 2018

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes to #1, do you agree to comply with the following federal requirements?

(Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

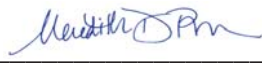
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Jive Communications, Inc.

Print name of authorized representative Meredith Bunker

Signature of authorized representative 

Date April 26, 2018

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Meredith Bunker as an authorized representative of

Jive Communications, Inc.

, a contractor/vendor

Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

April 26, 2018

Date

Jive Customer Experience

Jive Customer Experience brings together the expertise of the Jive Service Account Management, Technical Support, and Customer Service teams to deliver world-class, personalized service and support. All Jive Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone, email, online, and chat. All access is unlimited and included in your monthly service fees. No additional contracts are required or fees apply.

Service Account Management

Jive Service Account Management provides every Jive customer with a dedicated, personal point of contact for a minimum of 90 days following deployment of your Jive solution. This Service Account Manager (SAM) understands your communications environment, your specific solution configuration, and your individual needs, concerns, and challenges. When you reach out to your SAM, you are immediately connected with someone who understands where you're coming from and has the resources necessary to help you.

Most commonly, Jive SAMs work one on one with customers to fine tune their Jive solution to best meet their needs. Whether it is dial plan configuration, auto attendant menus, virtual fax settings, speed dial, ring groups, or conference bridges, your Jive SAM can help. Providing on the spot training and guiding new users through the Jive administrator portal, customers are quickly able to move to full system self service.

In addition, Jive SAMs function as your intermediary across all Jive departments. If you have network issues, or require specialized network attention, your Jive SAM will work with you and Jive Engineering to connect you with the resources you need to resolve your issues and ensure you are getting the most from your Jive solution. If you would like to add additional capacity, your SAM will process those scope changes and order the handsets and any additional engineering you require.

Even if you do not reach out directly to your SAM for additional assistance, a Jive SAM will reach out to touch base with you. This best practice has been especially helpful for customers who may not have any visible issues with the system, but who could be more fully utilizing it.

While many of our competitors charge you for access to this level of support, with Jive, unlimited access is available to every customer at no additional cost.

Technical Support / Customer Service

At Jive, our Technical Support (TS) and Customer Service (CS) teams are fully integrated. Instead of navigating through multi-level option menus to find the individual who can help you with your issue, your call, email, or chat is immediately answered by a TS / CS team member trained to evaluate your issue, assist you personally with resolving it, or connect you directly with the team member best able to assist you.

The majority of system issues can be quickly resolved by Jive Customer Service Representatives (CSRs). All CSRs complete training certification in the Jive solution prior to answering customer calls, emails, or chats.

Jive's technical support team is staffed with certified technical experts with the experience to identify and resolve any customer issue. Jive Technical Support Representatives (TSRs) are trained and certified in the Jive system, as well as in support solutions like Cisco, Juniper, VMWare, Polycom, Panasonic, ADTRAN, and many others. The Jive Certified Support Technician (JCST) training program is required for all TSRs.

Jive technical support personnel currently hold (in aggregate) the following certifications:

- Cisco CCNA, CCDA, CCNP, CCIE
- ADTRAN ATSP
- CompTIA A+, CompTIA Network+, Security+, Project+
- CIW Web Foundations Associate
- Microsoft MTA Security Fundamentals
- Microsoft MTA Windows OS Fundamentals
- Microsoft MCTS Windows 7 Configuration
- Microsoft MTA Windows OS Fundamentals
- Microsoft MCTS Windows 7 Configuration
- Jive Communications JCST

Jive TSRs can offer more than just basic information. Instead, they can address in-depth technical questions and get at the root cause of any issues you may be experiencing - even when those issues are not with the Jive solution, but with your network or another service provider.

Monitoring and Maintenance

Jive is responsible for all software maintenance and updates; we manage and maintain all infrastructure, software, and hardware involved in the solution and ensure everything is kept up-to-date. Jive Cloud, our service delivery platform, is engineered in such a way that updates and maintenance do not require scheduled downtime, but are instead rolled out across the platform during periods of low utilization.

Internal to the Jive Cloud platform, over 1,200 different parameters are constantly monitored to ensure they are functioning within acceptable limits. Any variance out of normal bounds triggers automatic alarming of NOC staff (via email, text message, and flashing red lights in the NOC itself). Monitored items include network, hardware, and software components. Tolerances are set such that alarms are issued well before an issue escalates to the point of causing service degradation, allowing for proactive issue resolution before clients are affected.

ESCALATION

While Jive Customer Experience teams are consistently rated #1 by our customers, there may be situations where a customer feels that an issue needs to be escalated. All Jive SAMs, CSRs, and TSRs are trained to immediately initiate the escalation process when requested by a customer. The graphic highlights how issues are escalated within Jive Customer Experience.



Warranty

HARDWARE

All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty. In the case of the VoIP handsets, the hardware has a one-year manufacturer's warranty, with extensions that can be purchased for up to four additional years. Warranties on any routers and switches sold vary by manufacturer and model, but are never less than five years (and in some cases are lifetime). Jive's services manufacture warranties for products we sell. For the duration of the service, Jive provides maintenance and support for the hardware endpoints we sell. All other maintenance and support services (regardless of warranty agreement) are available 24/7 at no additional charge.

If a handset fails within the warranty time window, Jive will send an advance replacement handset to the customer, pre-programmed to replace the faulty device. Alternatively, some clients maintain a number of extra handsets—those can be programmed via Jive's online administrator portal controls to replace the faulty device at any given moment, minimizing any downtime. If the handset is outside of warranty, a replacement can be purchased from Jive Communications, programmed, and sent to the customer site (next-day shipping is available).

PLATFORM

A primary advantage of the hosted delivery model is the vendor is completely responsible for all software maintenance and updates. Jive manages and maintains all of the infrastructure, software, and hardware involved in delivery the solution, and makes sure that everything is always up to date. Jive Cloud, our service delivery platform, is engineered in such a way that updates and maintenance do not typically require scheduled downtime but can instead be rolled out across the platform during periods of low utilization.

Service Level Agreement (SLA)

Jive's Service Level Agreement (SLA) describes the specific service level agreements and conditions for Jive Cloud Voice and Unified Communications (UC). The SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees. Jive guarantees Cloud Voice and UC will maintain four 9's (99.99%) in any given calendar year. The SLA can be furnished upon request.

Training

Jive wants every customer to get the most out of their Jive solution. With a variety of training options, customers can select the time, method, and materials that best meet their organizational needs. All remote-based training is unlimited and included with the Jive solution at no additional cost. In additions to the options outlined below, on-site training for either Administrators, End Users, or both is offered upon request and at a minimal charge, as outlined in the pricing section of this proposal.

ADMINISTRATOR TRAINING

Jive follows a train the trainer methodology in its administrator trainings, providing participants with the ability to train other members of the organization upon completion. The following administrator training options are available:

- **Customer On-boarding Training.** New Jive customers are invited to participate in on-boarding administrator trainings provided by specialized Jive Project System Trainers (PSTs). These 1 hour trainings, done over the phone with screen-sharing, are tailored to customer needs and provide an overview of how to configure and use the Jive solution specifically for their organization. Customers may schedule additional follow-up sessions as required at any time. These training sessions are provided to all customers at no additional cost.
- **Online Video Tutorials.** Jive has created a series of training videos on our youtube channel, which provide straightforward guidance on system configuration and features that can be accessed at any time.
- **Administrator Guide.** Jive has detailed written guides that provide instructions on how to use all Jive features. Guides are always available online and can be made available for printed format upon request.
- **Ad Hoc Training.** Jive CSRs are available for phone-based trainings on an ad hoc basis. Customers may either schedule a time with a CSRs to attend a personalized administrator training or they may simply call Jive customer service with any questions they have.
- **Customized, On-Site Training.** Jive can provide customized, on-site training upon request. Additional fees apply.

END-USER TRAINING

Training topics range from actual handset utilization (e.g. “how do I transfer”) to voicemail settings. Jive offers the following options for end-user training:

- **Self-guided Training.** Jive provides online video tutorials, quick-start and quick reference guides, and interactive user manuals similar to those provided for administrators for end users. These training references are available online at any time and are provided at no additional cost.
- **Administrator-Led Training.** Jive will provide customers with access to training support materials to enable administrators who have completed Jive administrator training to train other members of their organization. Materials are available online at any time and are provided at no additional cost.
- **Ad Hoc Training.** Jive Customer Service Representatives are available for phone-based user training on an ad hoc basis. Customers may either schedule a time with a Representative to attend a personalized user training or they simply call Jive customer service with any questions they have. Ad hoc training is provided to all customers at no additional cost.
- **Customized, On-Site Training.** Jive can provide customized, on-site training upon request. Additional fees apply.

About Jive

Company Profile

CORPORATE HEADQUARTERS	1275 W 1600 N Orem, UT 84057
PHONE / FAX	801.717.1536
FOUNDED	2006
BUSINESS TYPE	Corporation (Delaware)
EMPLOYEES	450
DATACENTERS	Domestic: Atlanta, GA, Chicago, IL, Dallas, TX, Los Angeles, CA, New York, NY, Salt Lake City, UT, Seattle, WA International: Mexico, Brazil, India, United Kingdom
SALES / SERVICE OFFICES	Domestic: Arizona, California, Illinois, Michigan, North Carolina, New Jersey, Nevada, Oklahoma, Oregon, Texas, Utah International: Canada, Guatemala
FEDERAL TAX ID (EIN)	02-0783048

Vision and Mission

Jive is committed to bringing enterprise-grade communication tools to mainstream commercial and public sector customers in a seamless package, tailored to their individual industry and role, and at a long-term, sustainable price point. We know what this means to Jive, here is what it means for our customers:

- **What are enterprise-grade communication tools?**

These are the tools, features, and functionalities we expect to see in a big, Fortune 500-class organization. They make doing business more efficient because they don't waste time and resources on stuff because they can afford the technology to do it for them.

- **What is a mainstream customer?**

These are the customers who want enterprise-grade tools but don't think they have the budget to afford them.

- **What is a seamless package?**

It's a fully integrated solution. All the features are built-in, integrated, unlimited, and included. So are service, support, engineering, project management, and deployment services. And if you find a feature we don't offer yet, we work with another vendor to integrate it into our solution for you. The bottom line? One vendor, one invoice, one solution.

- **How are services tailored?**

Every Jive solution we deploy is fully customized to specific customer needs. From extension dialing plans to music on hold, auto attendants to voicemail. So are the supporting services, including training, engineering, and dedicated Service Account Management.

- **What is a sustainable price point?**

It's a competitive, all-inclusive price with no hidden fees, no add-ons or up-selling - just a low, predictable monthly service charge.

Government Experience

CITY OF PORT TOWNSEND, WA

Port Townsend, like many cities in Washington, relied on a phone system procured through an existing state telecommunications contract. However, the state provider didn't deliver on key service areas, becoming more hassle than help over time. Port Townsend ran into several challenges, including the system's heavy expense, lack of features, and the complexity involved in making routine changes to the system.

Jive offered the best fit for the city: a phone system that was maintained off-site and delivered its service remotely via an the Cloud.

CITY OF LOS ANGELES PUBLIC LIBRARY, CA

The Los Angeles Public Library provides free and easy access to information, ideas, books and technology that enrich, educate and empower every individual in the city's diverse communities. With more than 70 branch locations and 1,400 employees, it is one of largest city library systems in the country. Jive deployed a fully hosted solution in the spring of 2014.

Recognition

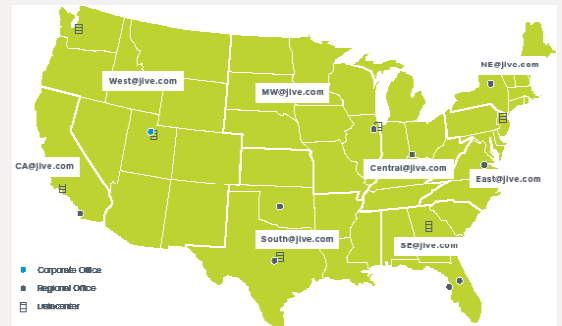


A+

Jive has an A+ rating from the Better Business Bureau.

A NATIONAL FOOTPRINT

Jive has hundreds of thousands of users across the country. More public sector customers trust Jive for their hosted VoIP service than any other vendor in the marketplace.



“Jive has made it easy for the City to transition to the new system since we know we can call Jive anytime.”

**- JIVE CUSTOMER,
CITY OF BELL, CA**

The Jive Solution

For a simple, per-seat monthly price, all Jive customers have access to unlimited local and domestic long-distance dialing in addition to our full suite of Cloud Voice features, including: unlimited auto-attendants, call queues, ring groups, voicemail, conference bridges, and more. With Jive, there are no additional costs or contracts required for any system service, as all management, maintenance, and upgrades required to support the solution are also included.

Get Set Up

Setup doesn't have to be complicated. Get a network assessment from Jive engineers before implementation to ensure a seamless transition to our innovative platform. Also, it is important to note that you can keep your current numbers and reconfigure your dial plan to include unlimited auto attendants to meet your organization's changing needs. Jive experts are available to help you configure everything to fit your organization.

- **Visual Dial Plans.** Jive's award-winning, drag-and-drop Dial Plan Editor, accessed through the administrator portal allows user administrators to create and edit dial plans specific to their unique schedules and needs. With limited instruction, user administrators can implement an unlimited array of configurations and options with specialized schedule-driven auto attendants, multiple ring groups, voicemail prompts, virtual fax, call forwarding, and caller ID.



Jive's award-winning Dial Plan Editor gives administrators an intuitive drag-and-drop interface.

- **Unlimited Auto Attendants.** Automated answering, prompting, and call routing based on caller input without the need for a live attendant. You may have an unlimited number of auto-attendants on your system.
- **24/7 Support Experts.** Jive is ranked #1 in the industry for customer service and reliability, and all support is available 24 hours a day, 7 days a week, 365 days a year.
- **Virtual Fax.** Users can fax-enable their extension or DID to receive faxes, and have faxes delivered to their email address. Users can also send pre-formatted emails with attachments and have the system convert and send facsimile transmissions.

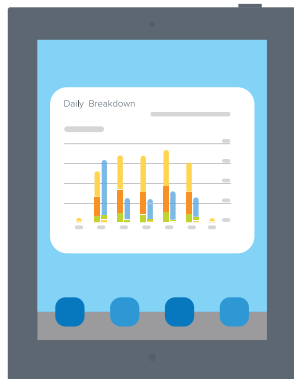
Scale

Jive's advanced and user-friendly administrator settings enable you to scale and handle increased call volumes instantly. In addition, all moves, adds, and changes are all free with Jive. Our platform can readily scale with your organizational changes.

- **Centralized Management.** Jive's Administrator Portal includes simple wizard-based configuration tools, overview, and customer service information. With minimal instruction, user administrators are able to set up, move, add, and change user information, device profiles, voicemail settings, dial-plans, and other system features from within this browser-based portal with the click of a mouse.

- **Time-Based Routing.** Users have the ability to create unlimited, customized schedules for call routing. Users can also select different auto attendant options for normal business hours and holiday and after-hour schedules.
- **Free Call Recording.** Jive’s call recording application allows users to record some or all of the calls to and from their account. Call recordings are stored in the Cloud, so they can be accessed from virtually anywhere.
- **Unlimited Ring Groups / Call Queues.** Customers are able to route inbound calls to ring groups with a variety of ring strategies to better direct and organize incoming and outgoing calls. Similar to ring groups, call queues provide agent availability for routing large numbers of inbound calls by keeping callers on hold until a line is available. Multiple call strategies are supported such as round robin, least recent, and random, among others.
- **Multi-Site Compatible.** Jive’s VoIP telephone service is accessible from just about anywhere. All you need is a stable broadband connection to the Internet. Just plug in your preconfigured handset and you’re in business.

- **Analytics.** Interactive reports, charts, tables, maps, and graphs that provide overview and aggregated information on Jive Hosted VoIP usage.



Jive’s full call accounting system is accessible through the browser-based administrator portal.

Connect

Dial into meetings to avoid time-consuming or impractical commutes — or skip commuting altogether. Stay connected through hundreds of advanced features that come standard with Jive service, like 10-party conference bridges or video conferencing. Give everyone on your network a powerful set of communication tools.

- **Unlimited Local and Domestic Long Distance Minutes.** There is never any charge for local or domestic long distance calling.
- **Conference Calling.** Allows 10+ callers to participate on a single call accessible by telephone number or system extension.

WHY THE CLOUD?

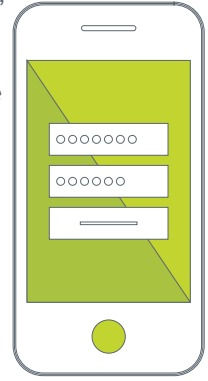
Switchover to Cloud services has been hailed by KPMG International—one of the world’s top advisory firms— as a “long-anticipated next phase in the evolution of information technology”, one that “carries profound implications for IT provision” in governments and other enterprise organizations.



“Not only is Jive’s solution a lot cheaper than what we had, it is also worlds ahead in technology.”

-JIVE CUSTOMER

- **Unlimited Extensions.** An unlimited number of extensions can be assigned and individually configured. All users within a single PBX system are accessible via dialing a 3, 4, 5, or 6 digit extension - regardless of geographic location.
- **Jive Mobile.** Jive Mobile allows a wide range of desktop features to be enjoyed on a mobile device, including 10-party conference calls, video calls, transfer, hold, and more.
- **Personalized Dial Plans (Find Me / Follow Me).** Users set up multiple find-me-follow-me answering rules on their individual extension to allow for single number reach.
- **Voicemail to Email.** Users select the option of having their voicemail messages delivered to their email. Voice mail messages are delivered as .wav files.



The Jive Mobile app turns any smartphone or tablet device into a softphone. Make and receive calls just like you would in the office—even when you're not.

Stay Up

With datacenters distributed across the U.S., you can count on Jive's highly reliable, survivable system. Not only does Jive have redundancies in place for the system and for your PBX, but each user can set their own line failover option in case of hardware or IP failure.

- **Distributed Data Centers.** The Jive Cloud platform is housed in seven AT-101 SOC II certified datacenters across the United States and has fully redundant computing and networking components. Jive datacenters are geographically situated to provide fast and reliable network access, and to minimize round-trip latency for Jive's hosted services.



- **Line Failover.** Jive's network gateway device provides continued access to emergency services in the event of a WAN failure, such that 911 calling, in particular, is always accessible.
- **E-911.** Automatically associates a physical address with the caller's telephone number and routes calls to the most appropriate Public Safety Answering Point (PSAP) for that address. Displays the caller's address and information to the operator immediately upon call arrival, providing emergency responders with the location of the emergency without the caller having to provide it.

Included Features

Jive Hosted VoIP has all the advanced features you expect in an Enterprise-Grade PBX. Jive's system is reliable, scalable, and perfectly customizable to suit your business needs. All of the following features are included in the Jive Hosted solution at no additional cost. Details and common use cases for every feature are available on our website at jive.com/features.

BASIC VOIP FEATURES

- Auto-Attendant
- Call Analytics
- Call Logs
- Call Monitoring
- Call Recording
- Call Reporting
- Conference Bridge
- Custom Greetings / Messages
- Custom Hold Music on Hold
- Dial Plan Editor
- Dial by Name
- Direct Inward / Outward Dialing
- Directory Integration
- Extension Dialing
- Inbound Call Filters
- Intercom
- Last Number Redial
- Line Failover
- Message Waiting Indicator
- Presence Monitoring
- Ring Groups
- Schedule-Based Routing
- Speed Dial
- Three-Way Calling
- Virtual Fax
- Voicemail
- Voicemail to Email
- Web-Based Admin Portal
- Web-Based User Portal

CALL MANAGEMENT FEATURES

- Auto-Divert
- Auto-Reject
- Call Forwarding
- Call History
- Call Hold
- Call Park/Pickup
- Call Queues (Automatic Distribution)
- Call Routing, Call Transfers
- Call Waiting
- Caller ID
- Do Not Disturb
- Extension Transfers
- Find Me/Follow Me
- Missed Call Indicator
- Multiple Calls per Line

CALL CENTER

- Advanced Ring Strategies
- Agent Login/Log out
- Custom Queue Hold Message
- Custom Queue Hold Music
- Escape from Call Queue
- Pre-Call Announcement
- Report Caller Hold Time
- Unlimited Call Queues
- Wait Time Announcement

PHONE SERVICE

- Cloud PBX
- Multi-Site Compatible
- Jive Desktop
- Jive Mobile
- Unlimited Local and Domestic Long Distance
- International Calling*
- Toll Free Numbers*
- Number Porting

(*Additional fees may apply)

Joining Jive: Implementation

Jive uses proven best practices and a proactive, high-touch approach to manage the implementation of all new Jive Voice and UC solutions. Applied across the following phases of the implementation life cycle, the Jive approach delivers consistent, high-quality results that minimize the pain traditionally associated with changing your telephone service provider while at the same time maximizing the impact of your Jive solution across your entire organization.

Initiating



Jive Project Managers (PMs) review expectations and gather customer information and preferences required for system configuration and number porting. They clearly define transition activities, timelines, and responsibilities for the customer and the Jive implementation team. Detailed statement of work, project plan (with schedule), and preliminary order paperwork are prepared and presented to the customer for review and approval. Jive engineers assess the current communications environment and identify system needs. They prepare a detailed assessment report and network diagram(s) outlining recommended network configuration.

Planning



Jive PMs prepare system configuration documentation to guide the building of the new Jive solution. They establish a communications plan, scheduling regular status meetings with the customer and Jive sales, engineering, training, project management, and deployment teams. They develop customized system testing and training plans for the completed solution.

Executing



Jive engineers custom-configure the Jive solution, building dial plans and other features according to customer-provided specifications and preferences. Engineers also complete any specialized integration requirements. Fulfillment specialists order equipment and monitor the number porting process. Regular status calls ensure the transition process stays on-track with established milestones and timelines.

Testing



Jive quality assurance specialists test every feature to ensure it is operating correctly and in accordance with customer specifications. Engineers test the network configuration and, if applicable, test and turn up the Jive broadband data connection. Fulfillment specialists test E911 configurations in compliance with Federal regulations. All Jive hardware - including handsets, routers, and other equipment - arrives on the customer location pre-provisioned and ready for immediate plug-and-play. Jive PMs and engineers work with the customer to test and verify all system features and functions. Dedicated project system trainers provide administrator and end user training to familiarize the customer with the Jive solution.

Project Completion



Numbers port from the losing carrier to Jive, all system features and hardware endpoints are activated, and call processing (inward and outward) is initiated. Immediately following - and for 90 days after go-live - a dedicated Jive Service Account Manager (SAM) is available to support the system and troubleshoot and resolve any service issues, provide on-the-spot answers to questions, and maximize the impact of the Jive solution.

Sample Timeline

Please Note: This is only a sample. Jive will work with the customer to develop a customized timeline upon award.

TASK	RESPONSIBLE	DELIVERABLE	EXPECTED COMPLETION
INITIATING: PROJECT DAY 0-15			
Review expectations and gather information and customer preferences for system configuration and number porting.	Jive PM	<ul style="list-style-type: none"> Initiation Paperwork Purchase Agreement Order Form 	Project Day 15
Define transition activities, timelines, and responsibilities for project stakeholders	Jive PM	<ul style="list-style-type: none"> Statement of Work Project Plan 	Project Day 15
Assess current communications environment and identify system needs	Jive Engineering	<ul style="list-style-type: none"> Network Diagram Engineering Questionnaire 	Project Day 15
PLANNING: PROJECT DAY 16-23			
Prepare system configuration documentation	Jive PM	<ul style="list-style-type: none"> Configuration Document 	Project Day 23
Schedule regular status meetings with project stakeholders	Jive PM	<ul style="list-style-type: none"> Communications Plan 	Project Day 23
Prepare initial training documentation and system testing plans	Jive PM	<ul style="list-style-type: none"> Training Plan Testing Plan 	Project Day 23
EXECUTING: PROJECT DAY 24-68			
Custom-configure the Jive solution, building dial plans and other features to customer-provided specifications and preferences	Jive Engineering	<ul style="list-style-type: none"> Configuration Document 	Project Day 68
Complete specialized integration requirements	Jive Engineering	<ul style="list-style-type: none"> Configuration Document 	Project Day 68
Order equipment	Jive Fulfillment	<ul style="list-style-type: none"> Configuration Document 	Project Day 68
Monitor number porting process	Jive Fulfillment	<ul style="list-style-type: none"> Configuration Document 	Project Day 68
Hold regular status calls to track progress against established timeline	Jive PM	<ul style="list-style-type: none"> Communications Plan 	ongoing
TESTING: PROJECT DAY 69-82			
Test configuration to ensure it is operating correctly and in accordance with customer specifications	Jive Quality Assurance	<ul style="list-style-type: none"> Testing Document 	Project Day 82
Test network configuration	Jive Engineering	<ul style="list-style-type: none"> Testing Document 	Project Day 82
Test and turn up Jive broadband data connection (as applicable)	Jive Engineering	<ul style="list-style-type: none"> Test and Turn Up Form 	Project Day 82
Test E-911 configurations	Jive Fulfillment	<ul style="list-style-type: none"> E-911 Testing Form 	Project Day 82
Pre-provision, test, and ship hardware for on-site plug and play	Jive Engineering	<ul style="list-style-type: none"> Testing Document 	Project Day 82
Work with the customer to test and verify system configuration and operation	Jive PM	<ul style="list-style-type: none"> Testing Document 	Project Day 82
Provide administrator and end user training	Jive Trainer	<ul style="list-style-type: none"> Training Plan 	Project Day 82
PROJECT COMPLETION: PROJECT DAY 83-90			
Port numbers from losing carrier and activate	Jive PM	<ul style="list-style-type: none"> Project Plan 	Project Day 84
Initiate call processing (inbound and outbound)	Jive PM	<ul style="list-style-type: none"> Project Plan 	Project Day 84
Resolve all technical issues	Jive Tech Support	<ul style="list-style-type: none"> Project Plan 	Project Day 90
Project handoff	Jive PM	<ul style="list-style-type: none"> PM/SAM Handoff Doc 	Project Day 90
Administer customer survey	Jive PM	<ul style="list-style-type: none"> Customer Survey 	Project Day 90

Jive Customer Experience

Jive Customer Experience brings together the expertise of the Jive Service Account Management, Technical Support, and Customer Service teams to deliver world-class, personalized service and support. All Jive Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone, email, online, and chat. All access is unlimited and included in your monthly service fees. No additional contracts are required or fees apply.

Service Account Management

Jive Service Account Management provides every Jive customer with a dedicated, personal point of contact for a minimum of 90 days following deployment of your Jive solution. This Service Account Manager (SAM) understands your communications environment, your specific solution configuration, and your individual needs, concerns, and challenges. When you reach out to your SAM, you are immediately connected with someone who understands where you're coming from and has the resources necessary to help you.

Most commonly, Jive SAMs work one on one with customers to fine tune their Jive solution to best meet their needs. Whether it is dial plan configuration, auto attendant menus, virtual fax settings, speed dial, ring groups, or conference bridges, your Jive SAM can help. Providing on the spot training and guiding new users through the Jive administrator portal, customers are quickly able to move to full system self service.

In addition, Jive SAMs function as your intermediary across all Jive departments. If you have network issues, or require specialized network attention, your Jive SAM will work with you and Jive Engineering to connect you with the resources you need to resolve your issues and ensure you are getting the most from your Jive solution. If you would like to add additional capacity, your SAM will process those scope changes and order the handsets and any additional engineering you require.

Even if you do not reach out directly to your SAM for additional assistance, a Jive SAM will reach out to touch base with you. This best practice has been especially helpful for customers who may not have any visible issues with the system, but who could be more fully utilizing it.

While many of our competitors charge you for access to this level of support, with Jive, unlimited access is available to every customer at no additional cost.

Technical Support / Customer Service

At Jive, our Technical Support (TS) and Customer Service (CS) teams are fully integrated. Instead of navigating through multi-level option menus to find the individual who can help you with your issue, your call, email, or chat is immediately answered by a TS / CS team member trained to evaluate your issue, assist you personally with resolving it, or connect you directly with the team member best able to assist you.

The majority of system issues can be quickly resolved by Jive Customer Service Representatives (CSRs). All CSRs complete training certification in the Jive solution prior to answering customer calls, emails, or chats.

Jive's technical support team is staffed with certified technical experts with the experience to identify and resolve any customer issue. Jive Technical Support Representatives (TSRs) are trained and certified in the Jive system, as well as in support solutions like Cisco, Juniper, VMWare, Polycom, Panasonic, ADTRAN, and many others. The Jive Certified Support Technician (JCST) training program is required for all TSRs.

Jive technical support personnel currently hold (in aggregate) the following certifications:

- Cisco CCNA, CCDA, CCNP, CCIE
- ADTRAN ATSP
- CompTIA A+, CompTIA Network+, Security+, Project+
- CIW Web Foundations Associate
- Microsoft MTA Security Fundamentals
- Microsoft MTA Windows OS Fundamentals
- Microsoft MCTS Windows 7 Configuration
- Microsoft MTA Windows OS Fundamentals
- Microsoft MCTS Windows 7 Configuration
- Jive Communications JCST

Jive TSRs can offer more than just basic information. Instead, they can address in-depth technical questions and get at the root cause of any issues you may be experiencing - even when those issues are not with the Jive solution, but with your network or another service provider.

Monitoring and Maintenance

Jive is responsible for all software maintenance and updates; we manage and maintain all infrastructure, software, and hardware involved in the solution and ensure everything is kept up-to-date. Jive Cloud, our service delivery platform, is engineered in such a way that updates and maintenance do not require scheduled downtime, but are instead rolled out across the platform during periods of low utilization.

Internal to the Jive Cloud platform, over 1,200 different parameters are constantly monitored to ensure they are functioning within acceptable limits. Any variance out of normal bounds triggers automatic alarming of NOC staff (via email, text message, and flashing red lights in the NOC itself). Monitored items include network, hardware, and software components. Tolerances are set such that alarms are issued well before an issue escalates to the point of causing service degradation, allowing for proactive issue resolution before clients are affected.

ESCALATION

While Jive Customer Experience teams are consistently rated #1 by our customers, there may be situations where a customer feels that an issue needs to be escalated. All Jive SAMs, CSRs, and TSRs are trained to immediately initiate the escalation process when requested by a customer. The graphic highlights how issues are escalated within Jive Customer Experience.



Warranty

HARDWARE

All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty. In the case of the VoIP handsets, the hardware has a one-year manufacturer's warranty, with extensions that can be purchased for up to four additional years. Warranties on any routers and switches sold vary by manufacturer and model, but are never less than five years (and in some cases are lifetime). Jive's services manufacture warranties for products we sell. For the duration of the service, Jive provides maintenance and support for the hardware endpoints we sell. All other maintenance and support services (regardless of warranty agreement) are available 24/7 at no additional charge.

If a handset fails within the warranty time window, Jive will send an advance replacement handset to the customer, pre-programmed to replace the faulty device. Alternatively, some clients maintain a number of extra handsets—those can be programmed via Jive's online administrator portal controls to replace the faulty device at any given moment, minimizing any downtime. If the handset is outside of warranty, a replacement can be purchased from Jive Communications, programmed, and sent to the customer site (next-day shipping is available).

PLATFORM

A primary advantage of the hosted delivery model is the vendor is completely responsible for all software maintenance and updates. Jive manages and maintains all of the infrastructure, software, and hardware involved in delivery the solution, and makes sure that everything is always up to date. Jive Cloud, our service delivery platform, is engineered in such a way that updates and maintenance do not typically require scheduled downtime but can instead be rolled out across the platform during periods of low utilization.

Service Level Agreement (SLA)

Jive's Service Level Agreement (SLA) describes the specific service level agreements and conditions for Jive Cloud Voice and Unified Communications (UC). The SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees. Jive guarantees Cloud Voice and UC will maintain four 9's (99.99%) in any given calendar year. The SLA can be furnished upon request.

Training

Jive wants every customer to get the most out of their Jive solution. With a variety of training options, customers can select the time, method, and materials that best meet their organizational needs. All remote-based training is unlimited and included with the Jive solution at no additional cost. In additions to the options outlined below, on-site training for either Administrators, End Users, or both is offered upon request and at a minimal charge, as outlined in the pricing section of this proposal.

ADMINISTRATOR TRAINING

Jive follows a train the trainer methodology in its administrator trainings, providing participants with the ability to train other members of the organization upon completion. The following administrator training options are available:

- **Customer On-boarding Training.** New Jive customers are invited to participate in on-boarding administrator trainings provided by specialized Jive Project System Trainers (PSTs). These 1 hour trainings, done over the phone with screen-sharing, are tailored to customer needs and provide an overview of how to configure and use the Jive solution specifically for their organization. Customers may schedule additional follow-up sessions as required at any time. These training sessions are provided to all customers at no additional cost.
- **Online Video Tutorials.** Jive has created a series of training videos on our youtube channel, which provide straightforward guidance on system configuration and features that can be accessed at any time.
- **Administrator Guide.** Jive has detailed written guides that provide instructions on how to use all Jive features. Guides are always available online and can be made available for printed format upon request.
- **Ad Hoc Training.** Jive CSRs are available for phone-based trainings on an ad hoc basis. Customers may either schedule a time with a CSRs to attend a personalized administrator training or they may simply call Jive customer service with any questions they have.
- **Customized, On-Site Training.** Jive can provide customized, on-site training upon request. Additional fees apply.

END-USER TRAINING

Training topics range from actual handset utilization (e.g. “how do I transfer”) to voicemail settings. Jive offers the following options for end-user training:

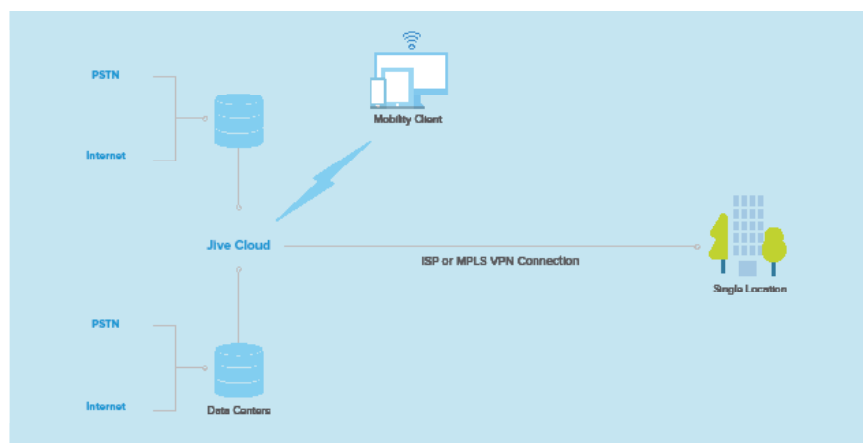
- **Self-guided Training.** Jive provides online video tutorials, quick-start and quick reference guides, and interactive user manuals similar to those provided for administrators for end users. These training references are available online at any time and are provided at no additional cost.
- **Administrator-Led Training.** Jive will provide customers with access to training support materials to enable administrators who have completed Jive administrator training to train other members of their organization. Materials are available online at any time and are provided at no additional cost.
- **Ad Hoc Training.** Jive Customer Service Representatives are available for phone-based user training on an ad hoc basis. Customers may either schedule a time with a Representative to attend a personalized user training or they simply call Jive customer service with any questions they have. Ad hoc training is provided to all customers at no additional cost.
- **Customized, On-Site Training.** Jive can provide customized, on-site training upon request. Additional fees apply.

Jive Cloud™

Jive hosted services are run on Jive Cloud, a proprietary, cloud-based platform. Jive Cloud has been purpose-built from the ground up to deliver the most economical and powerful hosted services on the market.

Interconnection Between the Public Internet and PSTN

As depicted in the following conceptual diagram, Jive Cloud provides an interconnect between the public internet, the public switched telephone network (PSTN), and client-side LAN that allows Jive users to place voice and video calls from their Internet-connected IP telephones to other users on the PSTN regardless of how they are connected (e.g., cellular, VoIP, analog, etc.).



WAN / INTERNET

Unlike traditional premises-based VoIP deployments that connect to the PSTN on the premises via a dedicated voice circuit (e.g., PRI, T1, ISDN), with Jive, all inbound and outbound voice traffic travels via the Internet (WAN connection) to Jive Cloud.

The Jive solution has been designed to deploy OTT (over the top) of the customer's existing network infrastructure and broadband internet connection. This can significantly save on costs - both OPEX and CAPEX - as it allows your new voice system to utilize equipment and connectivity already in place. Often, it requires only minimal configuration for your network.

Alternatively, a dedicated Jive broadband connection or private MPLS connection can be deployed to connect the customer to Jive Cloud. Selecting Jive Data gives the customer a single point of contact for voice connectivity, a dedicated connection to Jive Cloud, and a class of service connection that dynamically prioritizes voice and video over other traffic types. Selecting a private MPLS connection routes the customer's voice traffic around the public internet and around its trouble spots to deliver every user a flawless experience.

Finally, Jive Cloud is collocated with several of the largest ISPs and enterprise-level companies around the world, opening a space for advanced interconnectivity options with the Jive solution. From improved basic call routing to advanced direct-connects, these overlapping points of presence (POPs) shorten the distance traveled for every dialed call and enhance both call quality and overall user experience.

PSTN

The PSTN is the global network of circuit-switched telephone systems. Originally a network of fixed-line analog systems, the PSTN is now almost entirely digital in its core. All links are interconnected by switching centers which allows any telephone in the world to communicate with any other.

Jive manages relationships with several different providers that deliver PSTN connectivity directly to the Cloud, including: Level3, Verizon, XO Communications, 360 Networks, and many others. These Tier 1 providers give Jive broad penetration in the US market, with over 98% of the country eligible for Jive Hosted VoIP.

CLIENT-SIDE LAN

Jive's hosted services have the following minimal basic network and installation requirements to ensure optimal call quality and system uptime.

ROUTERS AND SWITCHES

All on-premises hardware are network devices which require an enterprise-grade router to function optimally. Jive can recommend router hardware as needed. Power over Ethernet (PoE) switches are highly recommended (though not required) to support Jive service. PoE switches eliminate the need for individual power adapters for each endpoint and centralize power redundancy.

PROTOCOLS

The following protocols should be installed and available on the network router:

- **DHCP.** Devices should receive an internal IP address assignment via DHCP.
- **NAT.** All NAT connections must be left open for at least 60 seconds.
- **Public IP Addresses.** Some Jive HD Video devices may require public IPs to function properly.

QUALITY OF SERVICE (QOS)

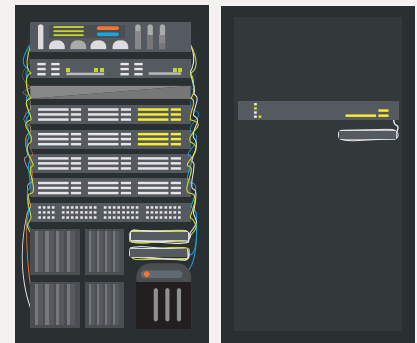
QoS protocols provide the means to guarantee certain resource levels to specific types of network traffic. QoS is particularly important in voice and video implementations. Jive Hosted Services utilize several QoS methods to ensure quality and produce a stable, scalable network

JIVE CLOUD VS. THE CLOSET

The only real difference between hosted and premises-based solutions is how and where your calls are routed, managed, and stored.

The diagram on the left is a typical premises-based deployment, featuring a closet filled with PBX, switches and routers, and a large voice circuit.

On the right is a typical Jive deployment. Only a single router is required - and it may already be in place.



Jive Cloud takes the solution out of the closet and brings it into the cloud.

environment. Strategies may be used independently or in combination to achieve required levels of quality for voice and video connections.

- **Physical Network Separation.** Separates voice and video traffic on a dedicated internet connection (WAN and LAN).
- **Logical Network Separation.** Separates voice and video traffic from lower priority traffic logically using a VLAN. VLANs allocate bandwidth dynamically based on volume or statically by manual assignment.
- **Class of Service Prioritization.** Marking OSI Layer 2 packets with high priority (5) class tags (802.1p and IP precedence) allows most enterprise network equipment to distinguish and prioritize voice and video from other network traffic.

In addition, Jive also tags all voice packets with a DSCP value of 46, which is often prioritized by OSI Layer 3 devices across the WAN. Configuring a local router to use this DSCP value can also result in improved quality.

FIREWALLS

Firewalls should allow Jive endpoints to access HTTP, HTTPS, and UDP traffic on the network. Jive endpoints must be allowed to both send and receive TCP and UDP packets on arbitrary ports and to arbitrary IP addresses. Some network ports may need to be opened manually. Firewalls should be configured with the following settings for optimal functionality:

- **Persistent NAT Connections.** NAT keep-alive requests must be allowed every 30 seconds.
- **HTTP.** HTTP over port 80 must be enabled.
- **SIP.** Multiple UDP connections must be allowed on ports 5060 and 5061.
- **RTP.** Internally-initiated UDP requests must be allowed on ports 10,000-65,536 for audio and video.
- **NTP.** UDP traffic must be allowed on port 143 for Network Time Protocol (NTP).

BANDWIDTH

All Jive hosted services require one or more broadband Internet connections to function properly. Each Jive voice call requires approximately 90 kbps of synchronous bandwidth for various levels of concurrent voice calls.

Platform Architecture

The Jive Cloud platform architecture is unique to the market and based on a distributed (not centrally hosted) model. It offers our customers a single, transparent experience that is at the same time limitlessly scalable, natively redundant, and extremely fault tolerant.

Jive Cloud is the engine behind Jive's industry-leading uptime, world-class customer satisfaction, and unmatched call quality and user experience.

DATACENTERS

Jive Cloud is a cloud-based platform, operating from several dispersed, worldwide datacenter locations. Jive chooses datacenter facilities that are essential to the markets we serve, enabling us to provide highly available service and resilient network access to any geographic market. Jive's global datacenter footprint includes tier one centers in: Los Angeles, CA, New York, NY, Dallas, TX, Chicago, IL, and the United Kingdom. Jive has sufficient coverage diversity to ensure our customers have enough redundant access points to deliver consistent service and high availability.



Jive only partners with tier one datacenters, which have shown a commitment to a professional standard of conduct, integrity, and ethical values. All Jive selected datacenters have successfully completed AT-101 SOC II security audits. These audits stringently evaluate datacenter management, security, and controls over infrastructure and information, as well as the the people, procedures, and systems which operate and support them. All datacenter facilities perform proactive maintenance on all critical security systems, and include fully redundant UPS, backup generators, and cooling systems. Each datacenter also includes scalable bandwidth options, business continuity solutions, managed firewalls, remote hands, load balancing and a variety of security related services.

HARDWARE

Jive's computing platform is built on x86-based hardware, ensuring easy access to additional components as necessary. Computing resources are virtualized and clustered to create a true cloud computing environment. Top-quality network equipment (e.g., Cisco, Brocade, and Juniper) provide highly available access to all computing resources.

CALL INFRASTRUCTURE

The call infrastructure component of Jive Cloud is where call processing, routing, and endpoint registration take place. Different subcomponents are responsible for managing PSTN integration, delivering specific call functionality, and managing the actual media streams and handsets involved in making internal and external calls.

Call routing in Jive Cloud utilizes a microservice architecture where each service only has a small responsibility for the routing of a call. By limiting the scope of each individual service, the individual instances have a higher call capacity for their small slice of functionality. Many of the services are so small that a single instance could likely handle hundreds of calls per second. This also allows Jive Cloud extra granularity in scaling services.

Calls within the system stay within a cluster of systems that provide all the core services. To achieve the optimal balance, Jive employs a mix of both SBC and customer access solutions. Jive's SBC infrastructure performs hosted NAT transversal and anchors media when needed, but will dynamically release the media stream when conditions permit and are required. Jive can keep all calls on the customer's network without sending them back through our datacenters. This basic design philosophy allows Jive to deploy fixed sites with the highest degree of quality, scalability, and functionality, while still allowing our customers to roam freely with phones.

Jive combines carrier-grade session control with edge intelligences to balance interfacing requirements with delivering the best quality call experience possible.

DISTRIBUTED COMPUTING

Jive Cloud is a distributed - not centrally hosted - computing platform. The distributed model has several key advantages, including: scalability, dynamic load balancing, better redundancy, and higher availability.

SCALABILITY

A truly distributed platform has no appreciable limits on scalability. Every deployed instance of Jive Cloud is fully able to independently handle all system functions, including call routing, device registration, online configuration, etc. Further, each instance of the platform - and all underlying features - can scale up and down (infinitely) to accommodate fluctuating user needs. The distributed platform also does not experience bottlenecks that a centrally hosted platform does. In the distributed environment, there is no centralized resource that every user must access. Instead, localized instances of each resource provide users with the information they need.

LOAD BALANCING

Jive's distributed platform drives our ability to perform dynamic call routing and load balancing (patent pending). When a customer call is initiated, it is routed dynamically to the datacenter where call management can best be accommodated (e.g., most quickly, best quality, etc.). This approach enables the Jive solution to route calls around Internet trouble spots, avoiding high traffic areas and outages, and ensuring high call quality and system availability.

REDUNDANCY

Jive maintains redundant copies of all critical elements of each client's phone systems, including: network configurations, user extensions, attendant prompts, dial plans, directories, etc. In the event of a service disruption (e.g. natural disaster) at a client location or Jive datacenter, these copies can be used to quickly re-install service at the last known configuration. Increasing the number of Jive Cloud instances extends the proximity and availability of the Jive solution to our customers. This native redundancy is also capable of seamlessly routing calls around Internet trouble spots to increase call quality and prevent service outages.

HIGH AVAILABILITY

The distributed model also eliminates scenarios where specific system components are unavailable or fail. Fault tolerance is increased, as small, localized failures can be routed around automatically and transparently to the user.

System

Jive Cloud provides users access to enterprise-grade telephony features and functionality as well as the ability to configure, manage, and maintain those features from a single, browser-based user interface.

FEATURES / FUNCTIONALITY

Jive Cloud hosts application servers for all Jive features and functionality. Applications and their data are housed redundantly across geographically dispersed datacenters. All features are fully integrated into the Jive solution. As such, no additional customer-side hardware is required to support them and all features are fully accessible anytime, anywhere.

MANAGEMENT / CONFIGURATION

The configuration component allows for simple, trouble-free management of Jive Cloud. End-user applications allows clients to manage their call flows, view comprehensive call reports and analytics, and perform user changes to their accounts. Administrative applications provide Jive engineers with the tools to manage, grow, and maintain Jive Cloud. Together, they provide the control necessary to fully maximize the features and benefits of Jive Hosted VoIP.



The Jive Solution

For a simple, per-seat monthly price, all Jive customers have access to unlimited local and domestic long-distance dialing in addition to our full suite of Cloud Voice features, including: unlimited auto-attendants, call queues, ring groups, voicemail, conference bridges, and more. With Jive, there are no additional costs or contracts required for any system service, as all management, maintenance, and upgrades required to support the solution are also included.

Get Set Up

Setup doesn't have to be complicated. Get a network assessment from Jive engineers before implementation to ensure a seamless transition to our innovative platform. Also, it is important to note that you can keep your current numbers and reconfigure your dial plan to include unlimited auto attendants to meet your organization's changing needs. Jive experts are available to help you configure everything to fit your organization.

- **Visual Dial Plans.** Jive's award-winning, drag-and-drop Dial Plan Editor, accessed through the administrator portal allows user administrators to create and edit dial plans specific to their unique schedules and needs. With limited instruction, user administrators can implement an unlimited array of configurations and options with specialized schedule-driven auto attendants, multiple ring groups, voicemail prompts, virtual fax, call forwarding, and caller ID.



Jive's award-winning Dial Plan Editor gives administrators an intuitive drag-and-drop interface.

- **Unlimited Auto Attendants.** Automated answering, prompting, and call routing based on caller input without the need for a live attendant. You may have an unlimited number of auto-attendants on your system.
- **24/7 Support Experts.** Jive is ranked #1 in the industry for customer service and reliability, and all support is available 24 hours a day, 7 days a week, 365 days a year.
- **Virtual Fax.** Users can fax-enable their extension or DID to receive faxes, and have faxes delivered to their email address. Users can also send pre-formatted emails with attachments and have the system convert and send facsimile transmissions.

Scale

Jive's advanced and user-friendly administrator settings enable you to scale and handle increased call volumes instantly. In addition, all moves, adds, and changes are all free with Jive. Our platform can readily scale with your organizational changes.

- **Centralized Management.** Jive's Administrator Portal includes simple wizard-based configuration tools, overview, and customer service information. With minimal instruction, user administrators are able to set up, move, add, and change user information, device profiles, voicemail settings, dial-plans, and other system features from within this browser-based portal with the click of a mouse.

- **Time-Based Routing.** Users have the ability to create unlimited, customized schedules for call routing. Users can also select different auto attendant options for normal business hours and holiday and after-hour schedules.
- **Free Call Recording.** Jive’s call recording application allows users to record some or all of the calls to and from their account. Call recordings are stored in the Cloud, so they can be accessed from virtually anywhere.
- **Unlimited Ring Groups / Call Queues.** Customers are able to route inbound calls to ring groups with a variety of ring strategies to better direct and organize incoming and outgoing calls. Similar to ring groups, call queues provide agent availability for routing large numbers of inbound calls by keeping callers on hold until a line is available. Multiple call strategies are supported such as round robin, least recent, and random, among others.
- **Multi-Site Compatible.** Jive’s VoIP telephone service is accessible from just about anywhere. All you need is a stable broadband connection to the Internet. Just plug in your preconfigured handset and you’re in business.

- **Analytics.** Interactive reports, charts, tables, maps, and graphs that provide overview and aggregated information on Jive Hosted VoIP usage.



Jive’s full call accounting system is accessible through the browser-based administrator portal.

Connect

Dial into meetings to avoid time-consuming or impractical commutes — or skip commuting altogether. Stay connected through hundreds of advanced features that come standard with Jive service, like 10-party conference bridges or video conferencing. Give everyone on your network a powerful set of communication tools.

- **Unlimited Local and Domestic Long Distance Minutes.** There is never any charge for local or domestic long distance calling.
- **Conference Calling.** Allows 10+ callers to participate on a single call accessible by telephone number or system extension.

WHY THE CLOUD?

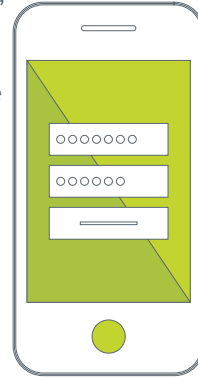
Switchover to Cloud services has been hailed by KPMG International—one of the world’s top advisory firms— as a “long-anticipated next phase in the evolution of information technology”, one that “carries profound implications for IT provision” in governments and other enterprise organizations.



“Not only is Jive’s solution a lot cheaper than what we had, it is also worlds ahead in technology.”

-JIVE CUSTOMER

- **Unlimited Extensions.** An unlimited number of extensions can be assigned and individually configured. All users within a single PBX system are accessible via dialing a 3, 4, 5, or 6 digit extension - regardless of geographic location.
- **Jive Mobile.** Jive Mobile allows a wide range of desktop features to be enjoyed on a mobile device, including 10-party conference calls, video calls, transfer, hold, and more.
- **Personalized Dial Plans (Find Me / Follow Me).** Users set up multiple find-me-follow-me answering rules on their individual extension to allow for single number reach.
- **Voicemail to Email.** Users select the option of having their voicemail messages delivered to their email. Voice mail messages are delivered as .wav files.



The Jive Mobile app turns any smartphone or tablet device into a softphone. Make and receive calls just like you would in the office—even when you're not.

Stay Up

With datacenters distributed across the U.S., you can count on Jive's highly reliable, survivable system. Not only does Jive have redundancies in place for the system and for your PBX, but each user can set their own line failover option in case of hardware or IP failure.

- **Distributed Data Centers.** The Jive Cloud platform is housed in seven AT-101 SOC II certified datacenters across the United States and has fully redundant computing and networking components. Jive datacenters are geographically situated to provide fast and reliable network access, and to minimize round-trip latency for Jive's hosted services.



- **Line Failover.** Jive's network gateway device provides continued access to emergency services in the event of a WAN failure, such that 911 calling, in particular, is always accessible.
- **E-911.** Automatically associates a physical address with the caller's telephone number and routes calls to the most appropriate Public Safety Answering Point (PSAP) for that address. Displays the caller's address and information to the operator immediately upon call arrival, providing emergency responders with the location of the emergency without the caller having to provide it.

Included Features

Jive Hosted VoIP has all the advanced features you expect in an Enterprise-Grade PBX. Jive's system is reliable, scalable, and perfectly customizable to suit your business needs. All of the following features are included in the Jive Hosted solution at no additional cost. Details and common use cases for every feature are available on our website at jive.com/features.

BASIC VOIP FEATURES

- Auto-Attendant
- Call Analytics
- Call Logs
- Call Monitoring
- Call Recording
- Call Reporting
- Conference Bridge
- Custom Greetings / Messages
- Custom Hold Music on Hold
- Dial Plan Editor
- Dial by Name
- Direct Inward / Outward Dialing
- Directory Integration
- Extension Dialing
- Inbound Call Filters
- Intercom
- Last Number Redial
- Line Failover
- Message Waiting Indicator
- Presence Monitoring
- Ring Groups
- Schedule-Based Routing
- Speed Dial
- Three-Way Calling
- Virtual Fax
- Voicemail
- Voicemail to Email
- Web-Based Admin Portal
- Web-Based User Portal

CALL MANAGEMENT FEATURES

- Auto-Divert
- Auto-Reject
- Call Forwarding
- Call History
- Call Hold
- Call Park/Pickup
- Call Queues (Automatic Distribution)
- Call Routing, Call Transfers
- Call Waiting
- Caller ID
- Do Not Disturb
- Extension Transfers
- Find Me/Follow Me
- Missed Call Indicator
- Multiple Calls per Line

CALL CENTER

- Advanced Ring Strategies
- Agent Login/Log out
- Custom Queue Hold Message
- Custom Queue Hold Music
- Escape from Call Queue
- Pre-Call Announcement
- Report Caller Hold Time
- Unlimited Call Queues
- Wait Time Announcement

PHONE SERVICE

- Cloud PBX
- Multi-Site Compatible
- Jive Desktop
- Jive Mobile
- Unlimited Local and Domestic Long Distance
- International Calling*
- Toll Free Numbers*
- Number Porting

(*Additional fees may apply)