

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/15/2024

Contract/Lease Control #: C24-3954-IT

Procurement#: PIGGY BACK

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: VALHALLA INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/12/2024

Expiration Date: 03/8/2027 w/ RENEWALS

Description of: UNIFIED COMMUNICATIONS CONTACT CENTER AND
RELATED SERVICES EQUIPMENT & APPLICATIONS

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS



C24-3954-IT
VALHALLA INC.
Unified Communications Contact Center
& Related Services Equipment & Applications
Expires: 3/8/2027 w/ yearly renewals

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND
VALHALLA INC., EXCLUSIVE DEALER OF MITEL BUSINESS SYSTEMS, INC.**

OKALOOSA COUNTY, Florida ("County"), pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement for work ("Work") to provide Unified Communications Contact Center and Related Services Equipment and Applications to/for Okaloosa County ("Project") under the same terms and conditions as the agreement between Sourcewell and Mitel Business Systems, Inc., as detailed in the attached Contract 120122 (the "Agreement") attached hereto as Attachment "A" and incorporated by reference, which resulted from a competitive procurement. The agreement shall be effective when all parties have signed and continue until March 8, 2027. It may be renewed if the original piggyback is renewed with Sourcewell. Valhalla, Inc. ("Contractor") is an exclusive Mitel dealer that has access to contracts negotiated by Mitel, which includes Mitel's enrollment and certification with the Sourcewell National pricing program.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above and further detailed in the proposal, dated June 20, 2023. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to "Sourcewell" shall be substituted with "Okaloosa County, Florida".

The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

The parties agree to comply with the Federal Regulations set forth in Attachment "C", which are incorporated herein as part of the Agreement.

The parties agree to comply with the General Insurance Requirements set forth in Attachment "D" which are incorporated herein as part of the Agreement.



The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.

The County wishes to allow other Florida Governmental Agencies the authority to piggyback under the same conditions, for the same contract price, and for the same effective period.

The County will receive quotes for all work requested. All quotes shall be approved by the Information Technology Department prior to work being done or equipment purchased.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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The Contractor agrees to waive any and all arbitration requirements list in the Agreement.

HLP
BCC Records

Agreed, accepted and consented to the ^{12th} 4 day of March, 2024.

VALHALLA INC.,

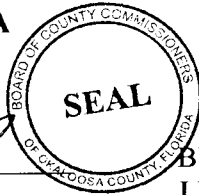
David Giacobbe
Signature

TITLE: President

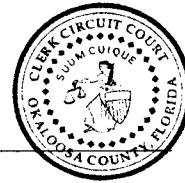
David Giacobbe
Print Name

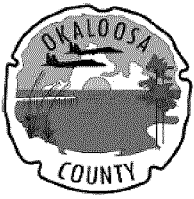
OKALOOSA COUNTY, FLORIDA

BY: Paul Mixon
Paul Mixon, Chairman



BY: J.D. Peacock, II
J.D. Peacock, II, Clerk





BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: March 12, 2024
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Faye Douglas
SUBJECT: Valhalla, Inc.
DEPARTMENT: OMB
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of a Cooperate Purchase Agreement with Valhalla, Inc., exclusive dealer of Mitel Business Systems, Inc., to provide Unified Communications Contact Center and Related Services Equipment and Applications to/for Okaloosa County.

BACKGROUND & ANALYSIS: Valhalla, Inc., exclusive dealer of Mitel Business Systems, Inc entered into a contract with Sourcewell and has an expiration date of March 8, 2027, with renewals. The County would like to now enter into a Cooperate Piggyback Agreement with the same terms and conditions as Valhalla, Inc., exclusive dealer of Mitel Business Systems, Inc. (Contract 120122).

The contractor will provide quotes for services requested. It must be approved by the IT department as well as the required signature authority.

Funding Source, (if Applicable):

Department # 0114

Account # 541010

Amount: \$300,000.00-estimated

OPTIONS: Approve/Deny

RECOMMENDATION: Motion to approve a Cooperate Purchase Agreement with Valhalla, Inc., exclusive dealer of Mitel Business Systems, Inc., to provide Unified Communications Contact Center and Related Services Equipment and Applications to/for Okaloosa County.


Faye Douglas, Director Office of Management and Budget 3/5/2024

RECOMMENDED BY:


John Hofstad, County Administrator 3/6/2024

APPROVED BY:



Attachment "A"
AGREEMENT and PROPOSAL



Mitel 120122-MBS Pricing

Discounts by Mitel Material Price Group (MPG)

MPG 1P - Contact Center & UC Applications

U.S. Member Discount: 40%

Canada Member Discount: 38%

MPG 2P - Core Telephony Infrastructure

U.S. Member Discount: 33%

Canada Member Discount: 33%

MPG 3P - Devices

U.S. Member Discount: 35%

Canada Member Discount 35%

MPG 4P - Peripherals & Legacy

U.S. Member Discount: 35%

Canada Member Discount: 35%

MPG 1S – Software Assurance (SWA)

U.S. Member Discount: 40%

Canada Member Discount: 15%

MPG 2S - Services

U.S. Member Discount: 0%

Canada Member Discount: 0%

MPG TP – Third Party

U.S. Member Discount: 0%

Canada Member Discount: 0%

MPG ND – Nil Discount

U.S. Member Discount: 0%

Canada Member Discount: 0%

Partner Built / Partner Delivered (Powered by Mitel) solutions:

Discount: 20%

Third party components required for a turnkey solution will be quoted based on a mutually agreed upon discount.

Mr. Lamar Stephens
Okaloosa County
Department of Information Technology
602A N. Pearl Street
Crestview, FL 32536

Dear Lamar,

In a follow-up to our last discussion regarding purchasing and pricing I am sending this letter.

Valhalla is an Exclusive Mitel dealer and as such we have access to contracts negotiated by Mitel. One of those contracts includes Mitel's enrollment and certification with the Sourcewell National pricing program

This program allows you to save time and money by combing the buying power of 50,000 government, education, and nonprofit organizations. Mitel, and its dealers are certified partners in this program under the category of Telecom Phone Systems, Mass Notification, & Cellular Solutions.

The Sourcewell program uses pre- negotiated pricing levels, based on the pooling of multiple National agencies, to guarantee best pricing to qualified clients.

We have determined that Okaloosa County is a qualified client, and you will receive these benefits without having to go to bid on projects. The Mitel/Valhalla/Sourcewell relationship provides for pricing below set levels for RFP or casual purchases.

Please let me know if you have any follow up questions.

We look forward to and appreciate your business.

Thank you,

Ralph Kindred

Director of Sales Operations

Valhalla



Mitel Support Contract

Statement of Work

Prepared for:

Okaloosa County Board of County Commissioners
Lamar Stephens
302 N. Wilson Street, Suite 302
Crestview, FL 32536

Purchased from:

Valhalla Corporation

Contract # 11879

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1. Scope and Definition of Services

1.1 Scope and Definition of Support Services

Selected Plan: Full Service 24 x 7 Plan, for emergencies*, with a 4 Hour Onsite Response for Major Failures 24X7

Support Term: Sixteen (12) months

End-User: Okaloosa County

Sites Addresses: All current Okaloosa county sites included in the application records

Term of Support

The term of support services (as outlined below) is for Sixteen (12) months

Covered Equipment

A list of Equipment to be supported under this Support Plan can be found in this document under *Support Plan Covered Equipment and Applications List*.

Emergency Coverage

*Emergency coverage defined as loss of 50% of IP sets, Auto Attendant or ACD paths.

Billing

Valhalla will invoice customer upon execution of contract. Payments are due to Valhalla net thirty (30) days from the date of invoice.



2. Description of Coverage

2.1 Hours of Coverage

Hours of coverage are 24 x 7 x 365, for emergency service (24 hours per day, seven days per week, and 365 days per year) remote and onsite and support for a Major Failure.

Additionally 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding federal holidays) remote and onsite support for a Minor Failure.

2.2 Response Objectives

Major Equipment Failure

Response time is within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

Onsite response will be provided within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

2.3 Minor Equipment Failure

Response will be provided within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding federal holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding federal holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

2.4 Parts Replacement

Expedited replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased as detailed above.

2.5 Additional Services

- Network service provider liaison support: Valhalla will communicate and cooperate with the End-User's network service provider to determine the source of Equipment failure (when applicable).
- Access to Valhalla Information Portal, (VIP), for dispatch tracking, ticket status and account management.
- Preventive maintenance checks will be performed twice annually.
- Liaison support: When applicable, Valhalla will communicate and cooperate with the OEM network equipment and/or application software supplier to determine the source of the software application failure.
- Includes minor MAC's (as defined by the need for a scoping call).

3. Service Procedures

For Technical issues please call: **877-874-3418** or Email service@valhalla-inc.com

When calling to report an issue, you may be asked to provide the following information to a Valhalla Service Agent:

- Your company name and main telephone number
- Contact name
- Address of where service technician will need to go to fix the problem
- Extension number(s) requiring service
- Name(s) of user(s)
- Type(s) of phone(s)
- Problem(s)
- Has this problem occurred before? Is this a repeat call?

Service calls – non emergency response time next business day

Emergency response time – 2 hours to respond to call

Our mandate is to ensure the problem is fixed with ONE VISIT.

These questions are asked to try to determine the problem so that we may (1) send a prepared technician and (2) ensure he has the appropriate replacement parts.

Escalation Procedure

Valhalla is committed to superior service at every level in our organization. Procedures have been developed to ensure that whenever a customer has a service issue the problem is resolved quickly and within our standard service level agreements.

Initial Trouble Reporting - All Services **877-874-3418**

All calls go through our trained call center customer service representatives. The initial call is reviewed and when applicable, cleared with a simple questioning process. All un-cleared calls are routed to our Remote Maintenance Access Team (RMAT).

The RMAT center will access the premise equipment, diagnose, and if possible clear the alarm status, at which time the customer will be notified. Almost 40% of all calls are cleared remotely, and initial response to an emergency calls is within minutes.



If the trouble cannot be cleared remotely, a tech will be dispatched within (4) four hours for emergency service and 48 hours for non-critical service and repair as defined in our Service Level Agreement. The use of our RMAT'S is to ensure that the technician is armed with the diagnosis of the alarm, has the appropriate equipment for the repair and is on route to solve the problem.

If the technician cannot find/verify the trouble within 1 hour if a major hardware/software failure has occurred, he/she will escalate the call. That call is then placed to RMAT'S to act on the first level within our escalation procedure.

- The team then locates the subject matter expert on software application or hardware
- The Technician works in conjunction with the field Technician to clear the trouble call
- If the call cannot be cleared within two hours, that subject matter specialist / engineer notifies the local Operations Manager of the status and escalates the trouble to the appropriate manufacturer subject matter specialist and opens a ticket with the manufacturer for trouble support

The customer will be kept informed through direct communication with the Branch, as well as through email.

If required, higher levels of escalation are available for customers to interface and ensure that the appropriate resources are dedicated, and that all steps are taken for resolution.

The escalation contacts are as follows for every customer:

1. Service Center – 1-877-874-3418
2. RMAT, automatically escalated by service technician
3. Dispatched Field Technicians – all factory trained and certified (multiple platforms)
4. Valhalla subject matter expert, smart hands
5. Manufacturer hardware, software, applications support team
 - Valhalla has dedicated technical support through each of the manufacturers ensuring quick turn around on service problems

Non-Business Hours Procedure

For Technical issues please call: **877-874-3418**

Once the auto attendant answers, press option 7 for the on-call staff. Please give them your name, company name, description of the trouble and a phone number where the on-call personnel can reach you. A Valhalla support representative will be in contact according to your current Service Level Agreement (SLA).

5. Terms and Conditions

1. TERM OF AGREEMENT a) the initial term of this Agreement will commence on the date noted above, and will continue for a period of 12 months (twelve months). Thereafter, this Agreement shall automatically renew on each anniversary of the commencement date (an "Anniversary Date") for successive one (1) year terms at Valhalla Corp's. then current rates, until terminated as provided in this Agreement. b) Buyer (CUSTOMER) may cancel this Agreement by giving sixty (60) days prior written notice to Valhalla Corp. Cancellation of this Agreement by the Buyer will not result in a credit of any prepaid amounts. Upon termination by Valhalla Corp. any prepaid amounts may be returned to the Buyers on a prorated basis, at Valhalla Corp's discretion.

3. SCOPE OF SERVICES a) Valhalla Corp. shall provide all labor, parts and equipment modifications Valhalla Corp. deems necessary to maintain the Equipment in good operating condition, subject to the following: (i) Remedial Maintenance Service; (ii) In this Agreement, "Remedial Maintenance Service" means Valhalla Corp.'s then standard maintenance service other than Critical Maintenance Service. Valhalla Corp. will provide Remedial Maintenance Service during Valhalla Corp's regular business hours from 08:00 to 17:00, Monday through Friday, excluding legal holidays. (iii) At buyer's request for Remedial Maintenance, Valhalla Corp. will normally arrive at the Equipment Location within the next 24 hours. (iv) requests from Buyer for Remedial Maintenance outside Valhalla Corp. regular business hours are not covered under this Agreement and will be subject to Valhalla Corp's. then current Time and Material service policies and rates. b) Critical Maintenance Service; (i) in this Agreement "Critical Maintenance Service" means service required where the Equipment causes a total failure of the telephone system, or blocks or seriously restricts the system switching pattern. (ii) At Buyer's request for Critical Maintenance Service, Valhalla Corp. will contact the Buyer within two (2) hours. c) All parts will be furnished on an exchange basis and will be new standard parts or parts of equivalent quality. Any parts removed for replacement shall become the property of Valhalla Corp. d) Performance of maintenance shall not extend any applicable warranty period. e) Unless indicated otherwise, after initial first year warranty, software, software upgrades, cordless telephones, batteries, headsets and cabling are not included in this agreement. e) The 3050 ICP, the 6000 MAS, the 5055 SIP phones, Your Assistant and the Mitel IP Conference Units are "SPECIAL PRODUCTS" and the hardware, firmware and media for such are warranted for 90 days.

5. BUYER RESPONSIBILITIES a) Buyer shall provide and maintain proper operating conditions for the Equipment (including, but not limited to, adequate equipment room and electrical power feed) pursuant to Valhalla Corp.'s specifications. b) Buyer shall immediately notify Valhalla Corp. when service is required. c) Buyer shall provide at no charge to Valhalla Corp. full and free access to the Equipment working space in accordance with Valhalla Corp.'s site specifications, adequate facilities near the Equipment as reasonably specified by Valhalla Corp., and use of any machines, attachments, features, or other materials. d) Buyers shall ensure that their staff, using the Equipment, is trained in the proper use of the Equipment. e) Upon termination, the Buyer shall permit Valhalla Corp. to remove and do such things as are necessary to facilitate the removal of any Valhalla Corp. owned equipment from Buyer's premises. f) Payment not received prior to the start of service agreement term will terminate the service agreement and non-contract rates will apply to all future transactions. Reinstatement of any terminated contract is at the express discretion of Valhalla Corp.

6. MOVES, ADDS AND CHANGES (MAC) a) This Agreement will remain in effect if the Equipment covered hereunder is moved to another Equipment Location subject to the terms and conditions in this Agreement and the following stipulations: (i) Buyer shall provide Valhalla Corp. with a minimum of ninety (90) days prior written notice of such move. (ii) Valhalla Corp. reserves the right to supervise the dismantling, packing and unpacking of the Equipment and to inspect and install the Equipment at the new Equipment Location. The Buyer shall be charged for all such work performed by Valhalla Corp. at



the then prevailing Valhalla Corp. MAC rates and terms (iii) Valhalla Corp. reserves the right to terminate this Agreement if more than sixty (60) days elapse from the date of dismantling to the date of installation at the new Equipment Location. b) Subject to the requirements of Section 1, Valhalla Corp. supplied equipment purchased by the Buyer and interconnected with the Equipment covered under this Agreement will automatically be added to this Agreement effective the date such equipment is installed, at Valhalla Corp's. then prevailing rates. c) Equipment that is removed from, and no longer used in conjunction with the Equipment covered under this Agreement, may be deleted by Buyer from this Agreement effective as of an Anniversary Date, upon a minimum of sixty (60) days prior written notice to Valhalla Corp. Deletion or removal of any Equipment will not result in a credit of any prepaid amounts. d) Alterations, attachments, additional features or devices (including but not limited to attachments by electrical or mechanical connection or by juxtaposition) shall not be added or interconnected to the Equipment without the prior written approval of Valhalla Corp. If, in Valhalla Corp.'s opinion, such alteration, attachment, feature or device interferes with the operation of, or Valhalla Corp.'s. ability to maintain the Equipment, then Buyer shall, upon notice from Valhalla Corp. promptly remove the alteration, attachment, feature or device and restore the Equipment to its original condition. If buyer delays or refuses to restore the equipment to its original condition, then Valhalla Corp.'s obligations under this Agreement may, at Valhalla Corp's. option, be terminated effective immediately upon notice to Buyer, without refunding of any prepaid amounts.

7. EXCLUSIONS a) Valhalla Corp. shall not be required to maintain any alterations, attachments, additional features, or other devices integral or interconnected to the Equipment covered under this Agreement, that were not supplied by Valhalla Corp. b) Valhalla Corp. shall not be obligated to provide maintenance service nor shall it have any liability whatsoever under this Agreement if a repair or adjustment is required due to (i) repair, adjustment or modification, whether made or attempted, to the Equipment by other than an authorized Valhalla Corp. representative: (ii) failure of Buyer to provide suitable operating conditions for the equipment: (iii) misuse, neglect or accident attributable to Buyer, including but not limited to unusual physical or electrical stress, (iv) relocation of Equipment without Valhalla Corp.'s prior written approval; (v) failure of air-conditioning, electrical power, or humidity control (vi) Acts of God, fire, water, earthquake, lightning strikes, riots, war, nuclear disaster, vandalism, theft or any other peril (vii) combination of the Equipment with other equipment not previously approved or supplied by Valhalla Corp. for such purpose. If service is required as a result of the causes stated above, and Valhalla Corp. agrees to provide service, such service will be performed at the then prevailing Valhalla Corp.'s Time and Material service rates. c) When, in the reasonable opinion of Valhalla Corp., maintaining the Equipment in good operating condition is no longer possible for any reason, including normal wear and tear, Valhalla Corp. shall provide the Buyer with an estimate of refurbishment charges. Should Buyer fail to make the Equipment available to Valhalla Corp. for such refurbishment within thirty (30) days after receipt of the estimate, Valhalla Corp. may terminate service for such Equipment, and such estimate shall be null and void. d) Requests for service that are identified by Valhalla Corp. to be a result of Buyer's lack of knowledge or unfamiliarity with the proper use of the Equipment are not covered under this Agreement. Such service requests shall be performed at Valhalla Corp.'s then prevailing Time and Material service rates. e) Moves, Adds or Changes (MACS) that are requests to move the system or components from one location to another, add purchased items or change/modify the way the system operates are not included in this contract.

8. TERMINATION Notwithstanding Section 2, Valhalla Corp. may terminate this Agreement and any other agreement with Buyer, effective immediately upon notice to Buyer, upon the occurrence of any of the following events: (i) Buyer defaulting in any of its obligations to Valhalla Corp. under this Agreement or any other agreement with Valhalla Corp. including, but not limited to, the timely payment of any sums due to Valhalla Corp. and failing to cure such default within ten (10) days after written notice from Valhalla Corp. (ii) Buyer admitting in writing its inability to pay its debts generally as they become due (iii) Buyer committing an act of bankruptcy or becoming an insolvent person under applicable



bankruptcy legislation (iv) the filing of a petition for a receiving order against Buyer, or proceedings for a composition with or proposal to Buyer's creditors or for the winding-up, liquidation or other dissolution of Buyer being instituted by or against Buyer under any applicable legislation (v) a receiver or other custodian (interim or permanent) over all or any part of Buyer's assets being appointed, an execution, sequestration, extent or other process of any court becoming enforceable against Buyer or any of its assets, or distress or analogous process being made against any of Buyer's assets (vi) Buyer ceasing to carry on its business or making any sale of assets out of the ordinary course of business (vii) any mortgage, charge, lien, security interest or other encumbrance affecting any real or personal property of Buyer becoming enforceable (viii) there being any direct or indirect change in the ownership interests or voting control of Buyer (ix) the assignment of this Agreement by Buyer without the prior written consent of Valhalla Corp.. Termination shall not be Valhalla Corp.'s exclusive remedy and no such termination shall adversely affect any claim, right or action which Valhalla Corp. may have for damages or otherwise against Buyer regarding any failure of Buyer to perform or observe its obligations to Valhalla Corp.

9. **GENERAL** a) A valid contract binding upon Valhalla Corp. will come into being only at the time of Valhalla Corp. acceptance of this Agreement by an authorized officer of Valhalla Corp. b) Valhalla Corp. may upon sixty (60) days prior written notice to the Buyer and with written consent from the Buyer, modify the terms and conditions of this Agreement, including Section 4. c) This Agreement shall be construed and governed in accordance with the laws of the County in which the Equipment is located. d) Neither the Agreement nor the services are assignable by the Buyer and any attempted assignment shall be void. e) Any notice required or allowed under this Agreement shall be deemed properly given if delivered personally or mailed postage prepaid to Buyer at the Billing Address shown on the first page of this Agreement, or to Valhalla Corp. at the designated Valhalla Corp. Service Center address, also shown on the first page of this Agreement. f) This Agreement is the complete and exclusive statement of the contract between the parties and supersedes all prior oral or written communications, agreements and understandings between the parties and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order submitted by Buyer. Except for the individual authorized to sign this agreement, no agent, employee or representative of Valhalla Corp. has any authority to bind Valhalla Corp. to any representation, warranty or other matter relating to this agreement, and unless such representation, warranty or other matter is specifically included in this agreement, it shall not be enforceable by Buyer or any assignee. g) Any invalid or unenforceable provision of this Agreement shall be severed from this Agreement without invalidating the remaining provisions. h) The parties require that this contract and documents related hereto be drawn up in the English language. i) Valhalla Corp. shall have the right to subcontract with others for the performance of any of its obligations under this Agreement. No such subcontracting shall relieve Valhalla Corp. of such obligations. j) This Agreement may not be amended or any rights of a party waived, except in a writing signed by a duly authorized representative of the party of to be charged with an obligation under such amendment or waiver. Any waiver of a breach shall not constitute a waiver of any subsequent breach.

6. Contract Authorization

The business terms, proposals and related information contained in this Statement of Work are confidential and proprietary information belonging to Valhalla, Inc. and provided to Customer exclusively for its internal use and consideration regarding the retention of Valhalla, Inc. to perform the services. Customer's acceptance and review of this Statement of Work shall be deemed an agreement by Customer not to use, disclose or disseminate the Statement of Work or any portion of it without the prior express written consent of Valhalla, Inc. No third party shall be entitled to review or rely upon the information contained in this Statement of Work for any reason.

| Customer Authorization | Valhalla Authorization |
|--|--|
| Signature: | Signature: <i>David Giacobbe</i> |
| Name: Faye Douglas | Name: David Giacobbe |
| Title: OMB Director | Title: President |
| Date: 09.14.2020 | Date: 2-1-2024 |
| Purchase Order Number: (If no Purchase Order is indicated, the Project # for this Statement of Work will be used.) | Contract Number: 11879 Version: 2.0 |

When agreed to, please sign, date and fax or email to:

Valhalla Contract Services

Fax: (802) 748-5721

Phone: (802) 748-3418

Email: sales@valhalla-inc.com

We will sign and return a fully executed copy to you.



**Solicitation Number: RFP #120122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitel Business Systems, Inc. on behalf of itself and on behalf of its affiliate, Mitel Networks Corporation, 1146 North Alma School Road, Mesa, AZ 85201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unified Communication and Contact Center Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model unless stated otherwise in this Contract. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract; however, the Supplier and Participating Entity may negotiate a cap on the Supplier's liability as addressed in Article 11 Indemnity and Hold Harmless.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay a 2% administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. For Administrative Fees generated through Canadian orders, Supplier's affiliate, Mitel Networks Corporation, will make payment of the Administrative Fee directly to Sourcewell.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) in Exhibit A, attached and incorporated by reference, in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in Exhibit A, attached and incorporated by reference, in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a comfort letter from Supplier's insurance broker, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), an updated comfort letter must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this

Contract. The comfort letter must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request validation of Supplier insurance coverage by Sourcewell, or failure of Supplier to provide validation of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Mitel Business Systems, Inc., on behalf of
itself and on behalf of its affiliate, Mitel
Networks Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/20/2023 | 9:15 AM CDT

DocuSigned by:
Frank Skiffington
By: 55D602DC77684F1...
Frank Skiffington
Title: SVP, Americas
Date: 6/20/2023 | 9:28 AM PDT

Approved:


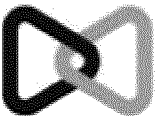
DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/20/2023 | 1:08 PM CDT

Exhibit A- Licensed Trademarks**Vendor's Marks:**

| Mark | US. Reg. Nos. | Type |
|---|---|-----------------|
| MITEL (wordmark) | 1109181, 1949827, 1961215, 1944812, 1947798 | WORD MARK |
|  | 5062132, 4936508 | LOGO- DESIGN |

Sourcewell's Marks (to include any others as updated by Sourcewell):

Sourcewell 

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

Company Name: Mitel Business Systems, Inc.
Does your company conduct business under any other name? If yes, please state: Mitel
Address: 1146 North Alma School Road
Mesa, Arizona 85201
Contact: Murray Van Dyke
Email: murray.vandyke@mitel.com
Phone: 602-629-8811 408811
Fax: 602-629-8811
HST#: 91-2016177

Submission Details

Created On: Thursday October 13, 2022 15:26:41
Submitted On: Wednesday November 30, 2022 10:20:16
Submitted By: Murray Van Dyke
Email: murray.vandyke@mitel.com
Transaction #: a700ff88-da67-4b2e-b252-d14ecb6f3f5b
Submitter's IP Address: 72.212.80.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Mitel Networks, Inc. (MNI) |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Mitel Technologies, Inc. (affiliate) Mitel Networks Corporation (affiliate) Mitel Business Systems, Inc. (affiliate) |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | MNI Cage Code: 452G4 |
| 5 | Proposer Physical Address: | 1146 North Alma School Road, Mesa, Arizona 85201 |
| 6 | Proposer website address (or addresses): | www.mitel.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Frank Skiffington SVP, Americas 1146 N. Alma School Road Mesa, AZ 85201 frank.skiffington@mitel.com (844) 746-7383 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Murray Van Dyke Contract Program Manager 1146 N. Alma School Road Mesa, AZ 85201 Murray.VanDyke@mitel.com 602-629-8811 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Sue Anders Regional VP, Northeast 1146 N. Alma School Road Mesa, AZ 85201 sue.anders@mitel.com (703) 736-3105 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Company History</p> <p>Mitel Corporation was founded in 1973 by Terence Matthews and Michael Cowpland. Its first product was a tone-to-pulse converter that experienced great success. By 1979, Mitel Corporation pioneered the first private line branch exchange (PBX), called SX-200, and was selling platforms in over 90 countries. Its initial offering on the Toronto Stock Exchange sold 4.5 million shares at \$3.50 (USD) each. Two years later, Mitel Corporation began trading on the New York Stock Exchange on revenues of \$100 million.</p> <p>In 1985, Matthews and Cowpland sold 51 percent of the company to British Telecom for \$320 million. Matthews went on to found Newbridge Networks while Cowpland founded software firm, Corel Corporation. Six years later, changes in British Telecom's strategic direction caused the organization to sell its interest in Mitel Corporation. Schroder Ventures acquired British Telecom's stakes.</p> <p>In 2001 following extensive growth, Mitel Corporation's business comprised of two</p> |

main segments: communications systems (PBXs) and semiconductors. The communications systems focused on three core geographies: The United Kingdom, United States, and Canada. Mitel Corporations was a market leader, with total company sales exceeding \$1 billion (USD) annually. The telecommunications industry was shifting globally to IP communications. In 2001, Matthews repurchased 90 percent of Mitel Corporation's communications system division, along with the company name, and took it private.

As a private company, Mitel invested heavily in the research and development of IP-based communications solutions, taking advantage of the industry shift from traditional analog telephony. As a result, Mitel was in the prime position to respond to the needs of its customers when they began to migrate from their legacy systems. Mitel IP-based product revenues grew to 92 percent of total product revenue in 2007, a result of aggressive positioning and programs to encourage IP adoption in preceding years.

In August 2007, Mitel acquired US-based Inter-Tel, a single point of contact, full-service provider of IP and converged voice, video and data business communications solutions. Mitel industry-leading product portfolio and Inter-Tel's distribution and service network positions Mitel as the top choice for small and medium businesses and paves the way for continued momentum with large enterprises.

On April 22, 2010, Mitel became a publicly held corporation trading on the NASDAQ securities exchange (MITL). Mitel joined the Toronto Stock Exchange under the symbol "MNW" on June 27, 2012.

In January of 2014, Mitel announced the completion of a merger with Aastra Technologies Limited. With US\$1.1 billion of combined annual revenue and 60 million customers worldwide, Mitel now has one of the largest global footprints in the industry and is driving consolidation in the US\$18 billion business communications market.

In September 2017, Mitel continued its expansion plans with the acquisition of ShoreTel, expanding its place in the UCaaS (Unified Communications as a Service) market. The company became the first provider to serve more than one million UCaaS subscribers worldwide and led the market in total cloud seats.

In November 2018, Mitel again went private, closing a previously announced transaction with Searchlight Capital Partners to continue its next move-to-the-cloud strategy.

Most recently in November 2021, Mitel announced a strategic partnership with RingCentral in which RingCentral would become Mitel's exclusive partner for UCaaS services. The move allowed Mitel to focus on its core UC business of on-prem, private and hybrid cloud solutions, as well as introduce new subscription models for those UC services.

Today, Mitel offers an even more innovative range of IP communications and applications to more than 35 million users across more than 100 countries across the globe. Mitel has entered its latest chapter with a strong global workforce and a solid investment in R&D, geographic expansion, and global sales and marketing.

Mitel Corporate Philosophy & Values

At Mitel, we believe great communications enable organizations to thrive. By taking a unique approach that offers choice, flexibility & partnership throughout the communications lifecycle, Mitel delivers a full spectrum of communications and collaboration solutions just how each customer needs them.

Mitel provides choice, flexibility, and partnership for each customer throughout the life of their communications needs; we call it our Customer Lifecycle Management approach.

CHOICE: Years of experience tell us "one size doesn't fit all". Mitel provides choice so each customer gets the right communications solution for their needs. From deployment model to licensing to payment structures to integrations that drive essential productivity, Mitel's focus is on helping customers find the right fit, not just a single off-the-shelf fit.

FLEXIBILITY: Business needs are ever-changing. Mitel's flexible solutions support each customer's needs today and for the future with clear, simple options to expand, integrate or migrate to a new approach if and when the time is right.

PARTNERSHIP: Technology is only part of the experience. Mitel's global partner network brings practical expertise and a deep understanding of each customer's business to add real value around mission-critical technologies.

Our philosophy and customer-centered approach are fueled by Mitel's company values – Grow, Innovate, Collaborate, Trust and Respect – reborn in 2020 through a multi-month, employee-driven project to build culture from the inside out.

Industry Longevity

Mitel's unique ability to provide choice and flexibility for customers is rooted in the breadth and depth of our product and services portfolio. With 2023 marking Mitel's 50th anniversary as a business, our solutions are time-tested and the trusted choice of over 35M customers around the globe.

Today, we continue to leverage this innovation as a company to enhance, expand and evolve our core communications and collaboration solutions with new applications, strategic partnerships, and back-end integrations to meet the needs of businesses in today's modern age of hybrid work. While the examples are many, additions of video conferencing, emergency notification capabilities, mobility applications, APIs, and custom vertical integrations are just a few of the enhancements that represent Mitel's ability to support customers no matter the market dynamic or task at hand.

| | | |
|----|--|--|
| 11 | What are your company's expectations in the event of an award? | <p>Mitel has a consistent and documented history of contract growth and success from our previous awards with NJPA/Sourcwell since the award of our first NJPA contract in 2009 (\$290M+ total). Mitel's expectation is to continue our proven year over year growth and is estimating positive growth of approximately 10-15% with Sourcwell and Mitel's Vertical SLED/not-for-profit focus.</p> <p>Mitel's goal is to accelerate our growth with Sourcwell through our most recent adoption and focus on key Vertical Markets. Mitel has announced a dedicated Vertical market focus, "Vertical Single Strategic Voice". Approximately 75% of Mitel's revenue in the America's come from SLED and Not-for-Profit, Higher Education, Healthcare, Finance, and Hospitality. These named five verticals will have access to the Mitel Sourcwell contract with dedicated sales and engineering resources, laser focus for specific marketing and contract awareness, and innovation with integrations specific to the verticals.</p> <p>Sourcwell Sales \$247,806,712.16</p> <p>2022 to 09/30 \$ 24,364,219.14</p> <p>2021 \$ 34,777,707.33</p> <p>2020 \$ 34,397,029.49</p> <p>2019 \$ 31,918,592.32</p> <p>2018 \$ 29,820,121.93</p> <p>2017 \$ 25,801,599.64</p> <p>2016 \$ 25,255,046.26</p> <p>2015 \$ 22,519,661.80</p> <p>2014 \$ 18,952,734.25</p> <p>2013 \$ 15,895,072.58</p> <p>2012 \$ 8,487,520.76</p> <p>2011 \$ 10,745,429.63</p> <p>2010 \$ 5,184,431.73</p> <p>2009 \$ 2,100,865.31</p> |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>In November 2018, Mitel's shares (MITL) ceased trading on the Toronto Stock Exchange and completed our previously announced transaction with Searchlight Capital Partners to become once again a privately held corporation.</p> <p>As a privately held company, Mitel's financial statements are not publicly available and Mitel does not disclose confidential financial details. Mitel is a financially stable company with decades of successful operation and approximately \$1 Billion in revenues globally, and the company is not currently involved in any litigation or other disputes that would have a material adverse effect on its operations. See attachment Financial Strength and Stability.zip for a bank reference letter and partner reference letters.</p> |
| 13 | What is your US market share for the solutions that you are proposing? | <p>US: #3 Mitel 8% North America: #3 Mitel 8%</p> <p>Source: MZA: Total Call Control Licenses Market Shares – 2021</p> |

| | | | |
|----|--|--|---|
| 14 | What is your Canadian market share for the solutions that you are proposing? | Canada: #3 Mitel 14% North America: #3 Mitel 8% Source: MZA: Total Call Control Licenses Market Shares – 2021 | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Mitel has never petitioned for bankruptcy protection. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Mitel is a manufacturer of dedicated instance unified communication solutions deployed on-premise and delivered from the customer's choice of datacenters sold through channel partners. Mitel maintains a sales force with Territory Account Managers and Vertical Sales Specialists focused on the following markets, Government, Education (K12 & Higher Ed), Healthcare, Finance, and Hospitality. In addition, Channel Account Managers support our Mitel Authorized Partners in all aspects of their Mitel-related business. Mitel Professional Services group provides expert implementation and installation support for all Mitel provided products as well as custom integration and development to address our Channel Partners and end customers (Sourcewell members) needs. Mitel Authorized Partners form the Indirect Channel for the delivery of the Products and services proposed in this response. These Partners purchase either directly from Mitel or through Mitel Authorized Distributors (ScanSource and Jenne). The Mitel Authorized Partners are independent businesses with a contractual agreement allowing for the resale of Mitel provided goods and services. Mitel Authorized Partners sign an addendum to be Authorized Sourcewell Selling Agents for the Mitel Sourcewell contract. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Mitel holds all appropriate business licenses for the pursuit and delivery of Telecommunications goods and services under the scope of this RFP in all 50 US states, Puerto Rico, Canada, Mexico and the Caribbean. This includes Business licenses as well as tax numbers required for reporting to the appropriate taxing entities. In addition to the local business licenses required for the pursuit of business contemplated under this RFP, Mitel requires all Authorized Partners to attain certification on the Mitel products before they are authorized to resell them. These certifications must be current for Partners to access Tech Support from Mitel and include Installation & Maintenance (Level 2) classes in each Product at a minimum. Mitel also requires their authorized business partners to execute a Sourcewell Selling Agent agreement, which is an addendum to their existing Mitel Authorized Partner agreement when doing business with qualified member organizations. This agreement extends the Sourcewell terms and conditions, states the business partner's responsibilities when leveraging the Sourcewell contract, as well as the Sourcewell sales quoting and order process. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Mitel does not have any Suspensions or Disbarments to disclose. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Mitel is a leader in the UC space, ranking in the top 3 in market share in more than 10 major markets with over 35M global users in over 100 countries. We are a dominant player in cloud, PBX, devices, and contact center. Mitel is a vendor you can trust and rely on when you choose your course in digital transformation. Consistently named a leader in global business communications, with over 50 years of business achievements, we are proud of all recognition and milestones. The following is a list of our most recent accomplishments. MITEL NAMED UC TODAY'S 2022 FINALIST IN TWO CATEGORIES – BEST ENDPOINT PRODUCT AND BEST COLLABORATION PLATFORM UC Awards is a global awards event that celebrates UC and Collaboration technology innovation and industry success. Mitel was named UC Today's 2022 finalist in two categories: 1. Best Endpoint Product with the 600dt DECT series, and 2. Best #Collaboration Platform with MiCollab |

MITEL MAKES CRM'S 2022 TOP 100 FOR BEST CUSTOMER SERVICE

On June 30, 2022, Mitel was named in the Top 100 list by CRM, for the best customer service in the fourth annual "CRM Top 100" issue, where they highlighted the hottest trends and technologies in the three pillars of CRM – customer service, marketing, and sales – as well as the 100 leading providers.

REMOTE TECH BREAKTHROUGH AWARDS MITEL 600dt SERIES PHONES "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2022

On June 23, 2022, in Sunnyvale, Calif., Mitel's 600dt series Digital Enhanced Cordless Technology (DECT) handsets, which are built with plastics protected with BioCote antimicrobial technology, have been named "Business Phone System of the Year" in the 2022 RemoteTech Breakthrough Awards. This is the third year in a row a Mitel Unified Communications solution has won in this category.

MITEL NORTH AMERICAN CHANNEL LEADERS NAMED ON 2022 WOMEN OF THE CHANNEL LIST

Six of Mitel's North American channel leaders are named in the CRN, a brand of The Channel Company, 2022 Women of the Channel List, that honors the accomplishments of female leaders in the IT channel.

MITEL EARNS GOLD STEVIE AWARD FOR OUTSTANDING SALES & CUSTOMER SERVICE

Mitel's customer service department continues to strive for continuous improvement and success, making investments in tools and people. In 2021, Mitel added a Chatbot to help serve customers faster by eliminating the wait time for an agent. We also adopted AI technology and Machine Language to preempt escalations by generating a priority list of cases requiring further attention.

CRN AWARDS MITEL PARTNER PROGRAM A PRESTIGIOUS 5-STAR RATING IN 2022 PARTNER PROGRAM GUIDE

For the 4th consecutive year, Mitel's Global Partner Program earned a 5-star rating from CRN for delivering exceptional partner experiences that power growth.

Mitel, a global leader in business communications, is being celebrated by CRN®, a brand of The Channel Company, with a prestigious 5-star rating in its just-released 2022 Partner Program Guide. Mitel's Global Partner Program also earned a 5-star rating in CRN's 2021, 2020, and 2019 Partner Program Guides.

REMOTE TECH BREAKTHROUGH AWARDS MITEL MICLOUD CONNECT "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2021

In Dallas on June 24, 2021, Mitel, a Unified Communications as a Service solution, MiCloud Connect, has been named "Business Phone System of the Year" in the 2021 RemoteTech Breakthrough Awards. In 2020, Mitel won in this category with its private cloud offering, MiCloud Flex.

EASTERN MANAGEMENT GROUP
Mitel Ranks Best In Value

The COVID-19 pandemic is causing companies around the globe to make prudent financial and business communications decisions, and it's in this arena that Mitel is once again recognized as a standout. In their 2020 Premises and Hosted PBX Customer Satisfaction Report for Mid-Market and Enterprise, Eastern Management Group named Mitel the overall winner in the Best Value category. The Best Value distinction encompasses on-site/premises, hybrid and cloud (public or private) unified communications solutions.

To learn more, see Eastern Management Group's complete write-up featured in NoJitter
Source www.Mitel.com, written by Kurt Schindler, Mitel Industry Analyst Relations

TMC HONORS MITEL FOR OUTSTANDING WORKPLACE CULTURE

TMCnet Tech Culture recognizes the best-of-the-best work cultures within the technology sector, honoring organizations committed to continuously improving the work-life balance of their employees.

MITEL BECOMES FIRST VENDOR TO REACH 5 MILLION CLOUD SUBSCRIBERS

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| | | <p>Source www.Mitel.com</p> <p>REMOTE TECH BREAKTHROUGH NAMES MITEL MICLOUD FLEX "BUSINESS PHONE SYSTEM OF THE YEAR" IN 2020</p> <p>In Dallas on October 23, 2020, Mitel, has been named "Business Phone System of the Year" for its MiCloud Flex private cloud solution by RemoteTech Breakthrough Awards 2020.</p> <p>CROWN COMMERCIAL SERVICES Mitel Appointed Supplier for Network Services 2 Framework (RM3808)</p> <p>Mitel communication and collaboration solutions will help UK Public Sector Organizations to modernize their operations and support more effective engagements with citizens. The Network Services 2 framework (RM3808) is for the provision of network and telecommunications services and Mitel has been appointed as a supplier for 3 Lots:</p> <p>Lot 5 - IP Telephony Services Provision of end-to-end IP telephony services with the ability to connect to the PSTN, including associated equipment.</p> <p>Lot 10 - Unified Communications Provision of unified communications solutions to provide a consistent user interface across multiple devices, providing a cohesive end-user experience.</p> <p>Lot 13 - Contact Center Services Provision of call/contact center services.</p> <p>Source www.Mitel.com, Case Studies</p> <p>The Frost RADAR® North American Hosted IP Telephony and UCaaS Market</p> <p>Frost & Sullivan ranks Mitel the highest on the growth index of the 2019 Frost & Sullivan RADAR for Hosted IP Telephony and UCaaS.</p> <p>Mitel has been recognized as a leader in growth and industry innovation by Frost & Sullivan. Based on a review of 30 IP Telephony and UCaaS providers in North America, Mitel ranked highest in the growth index due to rapid growth, unique architecture and a strong focus on innovation.</p> <p>According to their findings, Mitel's cloud deployment options, comprehensive applications suite and modular solutions enable Mitel to meet even the most complex communication needs.</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Within the U.S. in the past three years, government sector sales have represented 28% of Mitel's overall sales. * |
| 21 | What percentage of your sales are to the education sector in the past three years | Within the U.S. in the past three years, education sector sales have represented 56% of Mitel's overall sales. * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>A formatted version of the table below is provided in the attached document Additional Documents.zip.</p> <p>U.S. GOV'T CONTRACT SALES VOLUME BY YEAR</p> <p>SOURCEWELL</p> <p>2022 to 9/30 24,364,219.14</p> <p>2021 34,777,707.33</p> <p>2020 34,397,029.49</p> <p>2019 31,918,592.32</p> <p>TOTAL 125,457,548.28</p> <p>NY OGS</p> |

2022 to 9/30
441,361.95

2021
1,175,827.51

2020
1,441,319.51

2019
136,165.86

TOTAL
3,194,674.83

TX DIR

2022 to 9/30
197,894.82

2021
769,136.81

2020
269,955.27

2019
582,336.84

TOTAL
1,819,323.74

CMAS

2022 to 9/30
53,487.76

2021
71,438.10

2020
0

2019
260,050.73

TOTAL
384,976.59

State of Utah (1)

2022 to 9/30
212,846.20

2021
94,373.05

2020
0

2019
0

TOTAL
307,219.25

State of Louisiana (2)

2022 to 9/30
82,286.70

2021
0

2020
0

*

2019
0

TOTAL
82,286.70

PEPPM PA (3)

2022 to 9/30
27,161.35

2021
0

2020
103,729.37

2019
88,033.42

TOTAL
218,924.14

TIPS (3)

2022 to 9/30
0

2021
288,814.90

2020
158,131.25

2019
0

TOTAL
446,946.15

USETPA (3)

2022 to 9/30
0

2021
0

2020
11,977.35

2019
0

TOTAL
11,977.35

TOTALS

2022 to 9/30
25,379,257.92

2021
37,177,297.70

2020
36,382,142.24

2019
32,985,179.17

(1) contract award mid-2021
(2) contract award Dec 2021
(3) customers chose Sourcewell over this contract

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| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA CONTRACT SALES VOLUME 501,162.16 2022 to 9/30 229,070.93 2021 195,879.85 2020 49,043.61 2019 27,167.77 | * |
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--|--------------------|----------------|---|
| New York City Department of Education (NYCDOE) | Joseph Lacoviello | 719-935-5116 | * |
| City of Baltimore | Simon O. Etta | 410-396-4926 | * |
| School District of Philadelphia | Nicole Mollichella | 215-400-6563 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|-------------|---------------|--------------------|--|--------------------------------|----------------------------------|---|
| N/A | Education | New York - NY | New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares | 341 transactions/Avg. \$64,968 | \$ 22,154,410.97 | * |
| N/A | Education | California - CA | New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares | 106 transactions/Avg. \$28,392 | \$ 3,009,552.30 | * |
| N/A | Government | Tennessee - TN | New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares | 64 transactions/Avg. \$23,254 | \$ 1,884,450.71 | * |
| N/A | Education | Maryland - MD | New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares | 12 transactions/Avg. \$157,037 | \$ 1,488,284.00 | * |
| N/A | Education | Virginia - VA | New Installs of dedicated instance UC solutions and applications in multiple locations/Upgrades/Spares | 11 transactions/Avg. \$128,298 | \$ 1,411,282.12 | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 26 | Sales force. | Mitel maintains a sales force of 105+ Territory Account Managers, Vertical Sales Specialists, Sales Engineers, Solutions Architects, Channel Account Managers and National Account Managers covering the US, Canada, and the Carribean. These Mitel employees provide direct sales support for end user customers and our indirect channel partners. | * |
| 27 | Dealer network or other distribution methods. | 1,419 Mitel Authorized Partners maintain their own Sales and Service teams. These Partners are in and provide service for all US states, all Canadian provinces, and the Caribbean. | * |
| 28 | Service force. | Mitel's 250 support and services staff, backed up by a further 200 international staff, will be available to assist in the deployment, maintenance, service, and support of the solution. Our 1,419 Mitel Channel Partners must maintain technicians certified by Mitel to service the Mitel solutions that they supply to Sourcewell members. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>We have instituted and evolved our government contract order process to ensure compliance with our current Sourcewell contract. The process has been documented internally and is subject to both internal and external audit. All orders receive final approval by our Finance VP and Government Contract Manager prior to shipping to assure 100% compliance.</p> <p>Opportunity is identified, confirmed as qualified for Sourcewell, and placed in Salesforce.</p> <p>Only Authorized Sourcewell Selling Agents can utilize the Mitel CPQ pricing tool to generate a compliant quote.</p> <p>We verify that the end-user is a member of Sourcewell and, if not, Sourcewell membership instructions are provided so that they can sign up.</p> <p>A quote generated from CPQ automatically applies the appropriate Sourcewell discounts.</p> <p>Partner provides contract compliant quote to customer/end-user with Sourcewell contract number.</p> <p>In accordance with the contract, either the end-user or Authorized Sourcewell Selling Agent can issue a PO to Mitel's Government Order Desk (USGovernmentSales@mitel.com).</p> <p>All government orders must reference the Mitel Sourcewell contract number and meet the criteria of the Sourcewell ordering instructions before they are processed.</p> <p>Government or Partner PO is held until the order passes all Sourcewell compliance review and approval.</p> <p>Once all approvals have been received, the order is processed, fulfilled, and shipped and invoiced.</p> <p>In the case that an end-user order to Mitel includes implementation services, the customer is invoiced in full upon completion and cutover unless otherwise negotiated. The end-user signs a Delivery and Acceptance Certificate confirming the installation is complete and there are no outstanding issues.</p> <p>All Sourcewell orders are logged monthly to ensure that appropriate contract fees are paid, and sales reports are submitted on a quarterly basis.</p> <p>Mitel will oversee all compliance and sales reports that will be reviewed for audit, and quarterly reports will be submitted to Sourcewell as required.</p> <p>For a copy of our current Sourcewell Ordering Process for MiVoice Business, MiVoice Office and MiVoice MX-ONE platforms, please refer to Government Contract Order Processes.pdf provided in Additional Document.zip.</p> <p>Our Authorized Channel Partners are required to complete an on-line course in the Mitel LMS system and, following completion of the course, must agree in writing to comply with all the terms and conditions of the Sourcewell contract before Mitel authorizes the partner to participate in utilizing the Sourcewell contract. Following course completion and such written agreement, they may accept the end-user's PO and issue their own PO to Mitel's Government Order Desk or Government Distributor team. Our Contracts Management Group maintains a list of all Authorized Channel Partners who have been authorized to act as a reseller under the Sourcewell contract. This list is updated as partners become selling agents and shared with our Government Order Desk and Government Distributor team.</p> | * |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Through Mitel's Customer Care Center, Mitel provides customer service 24 hours a day 365 days per year by utilizing a combination of Customer Care Center Agents & Dispatchers, Remote Support Engineers, and Field Services Engineers.</p> <p>The Customer Care Center provides a single point to receive inbound requests for support, log the requests into a central Incident Management System (SAP), track all customer requests (Open & Closed), and provides for the dispatch of the requests to the appropriate resource for resolution.</p> <p>We categorize Requests for Repair Service into three categories:</p> <ul style="list-style-type: none"> • Medium (Standard) - Involve issues that have minimal or no impact on the customer's operation or business. It is acceptable if the problem is not resolved immediately. Typically, these are responded to within 1 business day. • High - Involve issues that have moderate impact to a customer's operation or business that require same day response. Any request given this level is reviewed by Care Centre Management. • Catastrophic - Include issues that include no incoming or outgoing calls, entire system inoperable, attendant console inoperable, and/or 20% of the system is inoperable. Other applications such as voice mail, call recording, and call accounting may also fall into this category. This category requires immediate response, with remote response within 1 hour of the issue being reported. If on-site support is required, response is within 3 hours of the issue being reported. <p>Move, Add, or Change (MAC) Requests are typically responded to within 3 - 5 Business Days.</p> <p>Mitel identifies that each reported request for service is treated individually. The time frame for progressing from one level to the next is unique in each instance.</p> <p>All Mitel Remote Support Engineers & Field Engineers adhere to a strict training requirement that ensures that they are certified on the latest applications and software versions within 30 days of release.</p> <p>Mitel Partners are the first line of support and service for their customers. Mitel supports all our Channel Partners under the program detailed above for Tier 2 and Tier 3 escalations. Each partner has their own process for supporting their customers. These agreements fall under the locally negotiated terms and conditions for each sale to a Sourcewell member.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Mitel has over 1,419 authorized partners in the US. We have partner representation in all 50 states. Of the 1,419 plus partners, we currently have approx. 300 partners, as authorized Mitel Sourcewell Selling agents for the current Sourcewell contract. Our partners are heavily focused on the SLED vertical and view the Sourcewell contract as a significant competitive differentiator in the market.</p> <p>Mitel sells its solutions through 2 distributors in the US; Jenne and ScanSource. Between these two distribution partners, there are approximately 1,419 authorized Mitel partners procuring products and services. Our distributors also have a partner network of over 30,000 VARs, agents, and ISVs that could potentially be recruited into the Mitel partner community as we continue to expand. Our distributors have sales and support teams dedicated to support and grow the Mitel relationship within our partner base. These support services include sales, marketing, pre- and post-sales support, training, design, and professional services. Our distributors are an extension of our overall partner coverage model, and will assist in the configuration, quoting, delivery, and reporting aspects associated with this contract. They will work closely with the Mitel government team to ensure smooth processes in support of this contract.</p> |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Mitel global headquarters is in Kanata, Ontario, Canada (a suburb of Ottawa). Mitel has been successfully selling our products in Canada for 45 years and has significant existing customers in the Canadian Provincial and Federal government sector as well as major Canadian Universities. Our current Sourcewell contract 022719-MBS has already been extended to CANOE with Canadian pricing approved and we fully intend to continue to pursue Canadian business under any contract resulting from this procurement.</p> <p>Additionally, Mitel is organized under the same sales leadership organization in the US, Canada, and CALA. We have already garnered interest from the CALA team in extending the Sourcewell contract to Puerto Rico and the Caribbean and discussions continue with the Mexican Federal Government with respect to validating Sourcewell as a contract purchasing vehicle for Mexico D.F.</p> |

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| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Mitel and its Partner channel can and will cover all geographic areas in the United States including Hawaii, Alaska, and US Territories (Guam, American Samoa & Puerto Rico, etc.) and all provinces of Canada. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Mitel will leverage and lead with the Sourcewell contract to all qualifying Sourcewell market segments in the U.S. and Canada (Government, Education, and Non-profit). We have no conflicting cooperative purchase contracts that limit our ability to promote our Sourcewell contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | We have no unique requirements or restrictions to Sourcewell members located offshore. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Mitel has learned from our previous experience with marketing Sourcewell contracts that multiple avenues and tactics are required for success. Mitel's sales support organization, consisting of Mitel sales staff and management; Mitel channel support, consisting of channel account management; product management; product marketing, field marketing, and corporate marketing; and the wider channel support organization, represent the front line when it comes to the promotion of a Sourcewell contract.</p> <p>Over 75% of Mitel's revenue in North America is achieved through five verticals, one of which is SLED. Focusing on vertical sales is one of Mitel's core strategic go-to-market priorities as we move into 2023, which drives a reorientation toward and prioritization of vertical marketing campaigns, including integrated campaigns vertically aligned to Government and K-12 education, among others.</p> <p>Mitel's key stakeholders (often in concert with Sourcewell resources) define Mitel's solutions for the vertical market segments that the contract addresses, the usefulness of cooperative contract purchasing, and the clear benefits of the Sourcewell value proposition for Mitel's channel partners through the Mitel Sourcewell Selling Agent Program.</p> <p>Mitel recognizes the importance of incenting channel resources at all levels to address these markets via the Sourcewell contract. This starts with a clear financial advantage to Sourcewell members, and a Selling Agent Program that rewards channel partners, channel account managers and Mitel sales staff for Sourcewell contract sales. While Mitel has successfully implemented both compelling discount levels for members and attractive compensation for our channel, we are constantly exploring how to improve the program. The objective is for partners to expand on what might otherwise be a onetime foray into the market served by the Sourcewell contract by incenting them to build a sales practice focused on the Sourcewell membership. This expansion effort is supported by regular SLED touchpoints, including a SLED Partner Forum and specialty content and resources, as well as incentives designed solely for partners selling into vertical markets supported by the Sourcewell contract.</p> <p>Mitel has hosted quarterly Sourcewell partner webinars with attendance by over 360 partners throughout 2022. A sample of the email sent to Mitel partners is included in the attachment Marketing Plan_Samples.zip.</p> <p>Additionally, we leverage our channel distribution partners, which give Mitel access to approximately 20,000 re-sellers, managed service providers, integrators and telephony service providers. Mitel's relationship with Sourcewell is a selling point with prospective partners looking to grow their SLED base. We also work through our distribution partners to provide enhanced and expanded sales and technical support and training; design and configuration tools; marketing consultation and support; flexible financing options; and access to Mitel and industry subject matter experts.</p> <p>Marketing to the internal Mitel audience, initially and repeatedly, ensures a consistency of message and approach enabling us to maximize awareness of the opportunities to leverage the Sourcewell contract on a daily basis. The vertical sales group establishes and maintains the messaging alongside Mitel Marketing and Sales Enablement/Training. Sales training modules have been established to reinforce the training, with testing to certification ensuring that awareness of the message is consistent and complete. All Mitel partners must complete a Mitel training course to become a Mitel Authorized Selling Agent for the Sourcewell contract.</p> |

Once the initial announcement of the contract award is communicated internally through email and our Salesforce.com Chatter channel we will extend the announcement to the Channel through our weekly Marketing Flash to all our Partners with follow-up and reinforcement by all the Channel Account Managers. Additionally, the award will be announced on Twitter, LinkedIn, and other social media channels, as well as traditional press release (pre-approved by Sourcewell) sent to industry channels and posted on the mitel.com website. Mitel will collaborate directly with Sourcewell marketing to engage in joint promotional storytelling including customer success stories, media pitches, video chats, and joint social media campaigns. Since we have an existing group of Mitel Sourcewell Selling Agents, we will launch a campaign to re-sign new agreements with the new contract number and a campaign targeted directly at those Partners who are not currently Selling Agents. Our focus is to educate and train them on the value of the Sourcewell contract and use the new contract as a springboard to energize the Channel and enable the Channel to attack the SLED and Non-profits markets successfully.

Mitel also participates in key industry specific trade shows and events on a national and global basis. Since our first Sourcewell contract award, Mitel has participated in a wide variety of procurement-oriented trade shows with Sourcewell, including NIGP, CAPPO, FAPPO, APG, and NASPO. Mitel has a record of attending CETPA for K-12 and CCISDA in California, as well as Enterprise Connect and regional meetings to market to the Higher Ed IT community. Additionally, we have attended and sponsored regional NIGP Chapter meetings throughout the United States, notably in ID, OR, CA, AZ and FL, as well as several regional GovEd IT organizations (e.g. CISOA). Each of these shows present us with the opportunity to promote the Sourcewell contract and have resulted in substantial business. We welcome the advice and counsel of Sourcewell in directing our efforts with respect to participation in trade shows.

The marketing samples provided are examples of several of our non-vertical campaigns and represent the asset types and quality of materials that a Mitel/Sourcewell sponsored campaign might look like. This campaign can be executed directly by Mitel or by a Mitel Channel Partner selling agent for Mitel's Sourcewell contract.

See attachment Marketing Plan_Samples.zip provided with our response.

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| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Mitel has embraced technology and use of digital data in all forms of marketing (Digital Infrastructure, Demand Generation capabilities, Social Media outlets and Partner Portal Infrastructure) to directly reach organizations qualified to leverage Sourcewell, identify prospects in the buying cycle, reach out to existing qualified Mitel customers and to extend marketing through our channel partners that serve the market on behalf of Mitel.</p> <p>Mitel.com provides extensive visibility and placement for Government solutions and the relationship with the Sourcewell agreement. Through Mitel's 50-year history, Mitel has built out an extensive web presence and is well understood as a leading market player in the Unified Communications space via analyst endorsement and digital search indexing notoriety. The Solutions area of mitel.com has dedicated space and information for its top vertical spaces including the Government and Education verticals. This represents a great opportunity to promote the Sourcewell buying agreement and the accompanying solutions that are applicable to an organization purchasing via Sourcewell. As a current Sourcewell aligned provider, Mitel has a dedicated Sourcewell presence on mitel.com at https://www.mitel.com/government-contracts/sourcewell-vendor and considerable reputation as a supplier to US Federal, State and Local organizations. Numerous case studies can be found at https://www.mitel.com/learn/case-studies. Mitel intends to further build out its Vertical presence on mitel.com in 2023 which would include a refresh and build out of Sourcewell details.</p> <p>Organic Search credibility built up over long term provides excellent placement for Organic search. Driving business growth through organic search has been a pillar of Mitel's digital strategy for over 5 years. As a result of constant content creation and refresh in all information categories, Mitel's organic search reputation via major search engines is superior to that of competing companies with far larger budgets. This results in Mitel showing up on top organic search lists more often than competitors driving more general search for Sourcewell aligned Government solutions via mitel.com.</p> <p>Search intent data provides insight to organizations in the buying cycle and ability to push Mitel solutions catered by Sourcewell contract at those prospects. Through Mitel's market leading digital marketing systems and infrastructure, we can determine search content for customers we are aware of from previous sales or organizations we are targeting. This technology provides "search intent" data that can facilitate contact, lead capture and sales engagement while the customer is in the discovery and early buying cycle. Quick capture of this information allows Mitel to mobilize sales resources and partners to approach prospects, driving up the probability of a successful sale under Sourcewell.</p> <p>In addition, once Mitel has acquired user data via search on mitel.com or other, we can deploy explicit personalization based on that user data and the search data on mitel.com. These personalization techniques allow us to serve up specific content that would apply to their likely search criteria. For example, a contact at a local government jurisdiction that lands in the Government solutions area of the site, can be led toward Sourcewell aligned solutions and commercial terms represented on mitel.com.</p> <p>All this data is used to target applicable follow up demand generation content through a sophisticated email and digital placement approach to drive further lead capture.</p> <p>Social Media outlets are used to promote capability and success stories. Mitel utilizes four major social media channels globally. The primary English-speaking social media accounts include Twitter, Facebook, LinkedIn and YouTube. We also have various in-language regional social media accounts in EMEA, APAC, and RoW. The Social media accounts keep Mitel relevant amongst followers, providing a platform to share marketing collateral. We also encourage our 3,500+ employees to tag and share Mitel on their social media accounts as well. All of this enables Mitel to create content targeted at SourceWell buying organizations and mobilize via a broad social media network.</p> <p>Distribution to Extensive list of Channel partners. Mitel as an extensive US channel partner network that is 1,419+ organizations strong. Mitel deploys a Partner Resource Management system called PowerUp serving channel partners with product and partner program content, marketing campaigns and tools for running Mitel campaigns from within the portal while integrating lead capture between Mitel and the partners business demand capture systems. With this market leading partner infrastructure, Mitel can serve Mitel government vertical and Sourcewell content to leverage the power of each of those partners sales and marketing resources and extend Mitel's reach to each small government organization, or local jurisdiction, education institution, or non-profit in small regional locations. Way beyond the reach of mitel.com.</p> <p>Connection of information to promote Field and Industry Event Placement. Finally, with the knowledge garnered through prospects search and placement, Mitel can leverage its comprehensive digital infrastructure to drive prospects to industry, localized partner events and digital webinar opportunities applicable to their interests and geography.</p> |
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| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>Mitel views Sourcewell as our major contract partner, playing a key role in several aspects of the marketing of a contract resulting from this procurement. Sourcewell has provided excellent materials regarding the value of Contract Purchasing and the unique value proposition that Sourcewell brings to its membership. Sourcewell's vendor resources and marketing materials are key to our shared contract success. These materials include Videos, YouTube, and Talkin Tactic's Webinars that allow Mitel to educate our sales teams and Channel partners on the value of Sourcewell and State procurement rules and regulations. The printed Sourcewell marketing materials such as About Us, COOP Purchasing Reference Guide, Cooperative Contract Selling Solutions, Compliant, Competitive, and Convenient brochure(s), as well as the flexibility and ability to offer co-branded contract announcement sheets as .PDF documents, for distribution to Channel partners, Members and potential members, offer Mitel the competitive advantage to always lead with Sourcewell. In addition, the training support provided by Sourcewell in the form of webinars, Power Points, Get to Know Us meetings, Sourcewell University regional events, and, in some cases, for our larger strategic Partners, in person training has all been invaluable and we would be grateful for their continuation. In addition, we have found the attendance and sponsorship of Sourcewell at trade shows for procurement officials to have significant impact on the acceptance of the contract and look forward to that activity in support of any contract resulting from this procurement.</p> <p>Sourcewell has graciously accepted our invitation over the years to participate in our annual Business Partner Conference and Mitel Next events, attending our Solutions Showcase, breakout sessions and annual awards banquet where we have recognized our top Sourcewell Partners. We hope that Sourcewell will continue to support our efforts to recognize and applaud those top performers within the Mitel Partner community.</p> <p>In addition, Sourcewell has been a part of our Consultant Relations program assisting with an unusual effort to bring awareness of the Contract Purchasing value proposition to the Telecommunications consultant community. We have seen this effort changing the nature of the consultant role in favor of Sourcewell and appreciate Sourcewell's willingness to partner with us to drive this home. Our Mitel Consultant Relations Program Director has been elected President of the Society of Communications Technology Consultants (SCTC) and continues to use his position to foster awareness of the value of Cooperative purchasing contracts within the consultant community.</p> |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Mitel solutions are designed specifically to meet each member's needs and do not lend themselves to a commodity-based e-procurement model. Mitel is, however, continuing to explore e-procurement for a limited number of simple items not requiring extensive dependent elements. We are also exploring adding the Sourcewell contract ordering to the Mitel Online Store to facilitate and enhance the partner ordering process on behalf of their customers. We remain in discussion with Sourcewell with respect to the use of the Sourcewell e-procurement portal.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Training Services Overview Mitel training courses are designed specifically for the following workers:</p> <p>End user: An interactive tutorial is provided through the Mitel IP Phone Feature Teacher.</p> <p>Operator: Classes teach call handling and familiarize operators with the consoles. Feature Teacher is available at no cost.</p> <p>System administrator: Courses help all those responsible for configuring, monitoring and managing the system and user extensions. Online courses currently range from \$0.00 to \$439.00 to \$995.00 depending on the content.</p> <p>System management: System managers learn advanced network management and are oriented on all relevant applications. Online Self-study for System Administrators is \$995.00.</p> <p>Our training delivery methods and schedules are optional and flexible, allowing customers to determine what works best according to your timelines and resources. Classes led by Mitel instructors or certified local Mitel partners can be held in a choice of different languages, depending on your needs.</p> <p>Instruction styles: Classroom Instructor-Led. In-class, leader-led training delivers traditional classroom instruction at a certified Mitel training facility. Classes include theoretical instruction and practical hands-on exercises using Mitel equipment. Pricing ranges from \$995 to \$5,000+ depending on the course and duration. Travel, food and lodging is at the student's expense.</p> <p>Onsite Instructor-Led. A full instructor-led classroom experience held at a local or customer location. These classes also include theoretical instruction and practical hands-on exercises with Mitel equipment. Pricing customized based on courses provided and number of students</p> <p>Remote Instructor-Led. A full instructor-led classroom experience for remote students— no travel required (or associated local equipment, travel or costs). The practical hands-on exercises leverage cloud- or classroom-based Mitel equipment, which students will access remotely through minimal local setup.</p> <p>Web-based Interactive. Web-based courses provide online media-rich training that typically includes simulations, videos, sound effects or voice-over.</p> <p>Self-Study. Students download online course materials, study at their own convenience and are tested online.</p> <p>Feature Teacher End User Training The Mitel Feature Teacher tutorial offers self-paced interactive instruction to end users. This media-rich online tool allows users to explore functions available on MiVoice IP Phones in relation to the Mitel solution.</p> <p>Through the browser interface, users will be able to explore a Mitel IP Phone, view its buttons and keys; and watch animations that describe features, such as Speed Call, Transfer and Conference. For more detailed knowledge, users can take a tour of features and learn their way around some of our applications, such as MiTeam Meetings and MiCollab Client.</p> <p>The guided tutorial mode includes pop-up prompts with voice over. Whereas an unguided tutorial allows users to test their knowledge of feature operation without prompting.</p> <p>The tutorials are updated as Mitel adds new sets, functionalities and user applications to its portfolio.</p> <p>There is no cost, and the training is available from Mitel's website: http://training.mitel.com/cw/WebSite/techTraining/mercury/Desktop%20End%20User-new.htm</p> <p>In addition, all Mitel Partners provide end user training customized for each member. The pricing for this training is negotiated between the partner and the Sourcewell member.</p> |
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| 41 | Describe any technological advances that your proposed products or services offer. | <p>Mitel's products and solutions have always been inspired by the needs of its customers and the technological trends that will fulfill them. By sustaining this focus, Mitel has consistently been hailed in the marketplace as both a technological pioneer and a visionary. These characteristics will ensure Sourcewell customers' Mitel investment today will not only satisfy your present needs but also any future requirements as you evolve and grow.</p> <p>As mentioned elsewhere in this response Mitel's investment protection is second to none with customers being able to have had a smooth migration with Mitel from TDM to IP, from appliances to virtualized servers and on premises to cloud. A customer could have migrated with Mitel for well over 30 years maintaining their investment for as long as practically possible. Alongside this Mitel continues to develop in open standards and platforms with Unified Messaging, Speech Auto Attendant solutions, Contact Centers and Mass Notification systems that are multi-vendor capable allowing customers to also maintain their investment in other vendor systems while enabling business enhancements and additional safety applications.</p> <p>Mitel solutions are network vendor neutral and can be deployed on any standards-based network. Mitel also has several Digital Enhanced Cordless Telephony solutions (DECT and SIP-DECT) that allow for specialized cordless telephony in environments where other wireless technologies are not suitable. For example, in hospitals and warehouses. Mitel also continues to invest in integrating with Microsoft applications that work with Mitel systems through Office 365 and Teams and has a library of REST APIs for easy integration options with a very wide variety of 3rd party applications.</p> <p>Mitel continues to invest in both on site and cloud technologies with Mitel's strategy and roadmap providing cloud applications for all existing platforms so that Mitel customers can add newly developed and yet to be developed cloud applications to their Mitel dedicated instance solution. Mitel CloudLink is the platform that enables communications between an on-premise MiVoice PBX and cloud-based applications. Mitel has containerized our solutions enabling customers to migrate with Mitel to public cloud platforms such as Amazon Web Services, Azure with more to come shortly.</p> <p>Mitel is expanding our customer interactions solutions through a unique partnership with Google to leverage the Google AI in our Contact Center solutions. This technology presents the customer with the ability to utilize the AI (Bot) as a front-line contact element that learns over time and a resource for the contact center agent while learning from them.</p> <p>Mitel's relevance and success in technology innovation, investment protection, market consolidation can be proven over many years, and in that time Mitel's focus on the customer has never waned. As we look to the future, you can expect Mitel to discover even better ways for Sourcewell customers to simplify their business and gain competitive advantage. With Mitel's proven past and purposeful future, you can go ahead and plan knowing that this telecommunications partner already has you covered.</p> |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Mitel leads corporate change with respect to the environment through an inside-out philosophy. This philosophy is manifested by the steps we have taken to improve various aspects of our business operations with respect to the environment and environmental impact. More specifically, we have assessed our performance against both the legal and regulatory requirements, as well as against the commitment in our Code of Business Conduct to "protect the environment and promote environmental concerns." These assessments have led to many initiatives at Mitel, some of which are described below.</p> <p>Corporate Governance Mitel maintains a Design for the Environment (DfE) program, which actively seeks to reduce the environmental impact of Mitel products through documented design objectives and targets for each new product. The program is tailored to meet the Mitel design community's specific needs and is based on CSA Guideline Z762-95 "Design for the Environment", as well as ECMA standard ECMA-341.</p> <p>Green Partnerships & Initiatives</p> <p>Mitel has partnered with companies that are actively working on developing sustainable IT solutions. Mitel's partnership with Oracle to develop such innovative technology as the Sun Ray thin client incorporates the functionality of the phone and PC into one device. This innovative solution reduces the amount of power consumed by a traditional PC desktop from 80 watts down to four watts. From the perspective of a 1,000-user system, the total power consumed would be reduced by 76,000 watts.</p> <p>The North American Climate Registry Mitel is a founding member of the Climate Registry (www.theclimateregistry.org). A nonprofit partnership, the Climate Registry seeks to develop an accurate, complete, consistent and transparent measurement protocol for greenhouse gas emissions. This protocol can support voluntary and mandatory greenhouse gas emission reporting policies for registry members and reporters. The majority of members are government agencies, energy companies and consulting firms; however, corporate memberships are also growing.</p> |

Green Product Manufacturing

Mitel outsources all manufacturing to various manufacturing Electronics Manufacturing Services (EMS) providers, depending on the product and geographic region. Mitel's low-volume and legacy products are made in North America. All high-volume products are made in China or Malaysia.

Mitel requires that our entire contract manufacturing partners be ISO 14001 certified, which requires complying with all applicable legislation, continually monitoring their environmental aspects and impacts, preventing pollution, and striving for continual improvement in environmental performance.

Green Product Packaging

As part of the Mitel ISO 14001 Environmental Management System, Mitel has established a program for reducing product packaging waste and the use of recyclable product packaging. Mitel continually audit and track standard benchmarks, metrics and records based on ISO standards.

Mitel product packaging materials adhere to the EU Directive on Packaging and Packaging Waste (94/62/EC). This directive maintains that the total combined concentration levels of lead, cadmium, mercury and hexavalent chromium in packaging or packaging components shall not exceed 100 parts per million.

The recovery maximum rate of packaging waste and the recycling maximum rate of packaging materials contained in packaging waste (directive 2004/12/EC) is 10 percent. The concentration level of heavy metals present in packaging (directive 94/62/EC) is 90 percent. There are no heavy metals present in Mitel's packaging materials.

Environmental Standards & Functionality

ISO 14001 Environmental Management

Mitel has complied with ISO 14001 since 1999 under certificate #87422.

IEEE 1680 Standard for Environmental Assessment of Personal Computer Products

Mitel has chosen Dell as its standard supplier for personal computer products. Dell has an environmental approach paralleling Mitel's and meets ISO 14001, RoHS and WEEE standards, as do all of Mitel's other suppliers.

RoHS Directive 2002/95/EC (also included in IEEE 1680)

Since 2006, all Mitel products have been compliant with the RoHS Directive.

CSA Z762-95 Design for Environment

Design for Environment is a core element of our product requirements cycle and is championed by the Chief Technology Officer, a member of Mitel senior management.

ECMA-341 E-Waste

Mitel has managed an e-waste program for a number of years. Mitel monitors and manages its own diversion rates and provides take-back programs in its key markets. Mitel has two recycling partners who are ISO 14001 certified.

WEEE 2002/96/EC

Mitel has maintained a WEEE program since 2005.

Energy Star

A critical aspect of Mitel's environmental management program and community stewardship is the power design requirements of its products. As a result, Mitel's desktop appliances lead the industry in minimum power consumption rates, embodying the principles upheld by the Energy Star standard.

Recycling:

Mitel has partnered with Rid UK and Global Investment Recovery, two ISO 14001 certified e-waste recycling companies, to ensure certified and proper disposal of hazardous and universal waste produced from the destruction of telephony-related equipment and electronics.

In the US, Mitel has partnered with Global Investment Recovery Inc. (GIR), a signatory to the Electronics Recycler's Pledge of True Stewardship. GIR has signed on in Nevada, Florida, South Carolina, and Maryland, ensuring national coverage.

Mitel corporate headquarters in Canada has implemented a comprehensive recycling program that diverts up to 65 percent of Mitel's waste from day-to-day operations. As part of Mitel's ISO 14001 certification, a percentage of recyclable (65 percent), reusable (19 percent) and package (72 percent) recyclability are tracked. Our disassembly time is 1,554 seconds.

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| | | <p>Additional Mitel recycling activities include: All telephony equipment designated as e-waste is decommissioned at local area facilities.</p> <p>Equipment decommissioning and destruction practices are respectful to the environment.</p> <p>Scrap metal and precious metal components are recovered and recycled for reuse.</p> <p>Mitel IP sets and controllers contain lower levels of harmful chemicals including lead, mercury, hexavalent chromium, cadmium, polybrominated biphenyl (PBB), and polybrominated diphenyl ether (PBDE) flame retardants. As a result, these products are Restriction of Hazardous Substances (RoHS) compliant. Mitel's United Kingdom location is waste electrical and electronic equipment (WEEE) compliant.</p> |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Environmental Standards & Functionality</p> <p>ISO 14001 Environmental Management Mitel has complied with ISO 14001 since 1999 under certificate #87422.</p> <p>IEEE 1680 Standard for Environmental Assessment of Personal Computer Products Mitel has chosen Dell as its standard supplier for personal computer products. Dell has an environmental approach paralleling Mitel's and meets ISO 14001, RoHS and WEEE standards, as do all of Mitel's other suppliers.</p> <p>RoHS Directive 2002/95/EC (also included in IEEE 1680) Since 2006, all Mitel products have been compliant with the RoHS Directive.</p> <p>CSA Z762-95 Design for Environment Design for Environment is a core element of our product requirements cycle and is championed by the Chief Technology Officer, a member of Mitel senior management.</p> <p>ECMA-341 E-Waste: Mitel has managed an e-waste program for a number of years. Mitel monitors and manages its own diversion rates and provides take-back programs in its key markets. Mitel has two recycling partners who are ISO 14001 certified.</p> <p>WEEE 2002/96/EC Mitel has maintained a WEEE program since 2005.</p> <p>Energy Star: A critical aspect of Mitel's environmental management program and community stewardship is the power design requirements of its products. As a result, Mitel's desktop appliances lead the industry in minimum power consumption rates, embodying the principles upheld by the Energy Star standard.</p> <p>Recycling: Mitel has partnered with Rid UK and Global Investment Recovery, two ISO 14001 certified e-waste recycling companies, to ensure certified and proper disposal of hazardous and universal waste produced from the destruction of telephony-related equipment and electronics.</p> <p>In the US, Mitel has partnered with Global Investment Recovery Inc. (GIR), a signatory to the Electronics Recycler's Pledge of True Stewardship. GIR has signed on in Nevada, Florida, South Carolina, and Maryland, ensuring national coverage.</p> <p>Mitel corporate headquarters in Canada has implemented a comprehensive recycling program that diverts up to 65 percent of Mitel's waste from day-to-day operations. As part of Mitel's ISO 14001 certification, a percentage of recyclable (65 percent), reusable (19 percent) and package (72 percent) recyclability are tracked. Our disassembly time is 1,554 seconds.</p> <p>Additional Mitel recycling activities include:</p> <ul style="list-style-type: none"> • All telephony equipment designated as e-waste is decommissioned at local area facilities. • Equipment decommissioning and destruction practices are respectful to the environment. • Scrap metal and precious metal components are recovered and recycled for reuse. <p>Mitel IP sets and controllers contain lower levels of harmful chemicals including lead, mercury, hexavalent chromium, cadmium, polybrominated biphenyl (PBB), and polybrominated diphenyl ether (PBDE) flame retardants. As a result, these products are Restriction of Hazardous Substances (RoHS) compliant. Mitel's United Kingdom location is waste electrical and electronic equipment (WEEE) compliant.</p> |

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| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Mitel is limited as it has strict requirements for resellers and partners to be properly certified and have proper contracts in place. Mitel is constantly trying to broaden its reseller community by seeking out and enlisting historically underutilized business and any other minority owned businesses. (Both MBE/WBE and SBE)</p> <p>Further, Mitel has implemented a new process whereby partners who wish to act as value added resellers under any of Mitel's government held contracts must identify the partner's classification to Mitel.</p> |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities? | <p>Mitel has the unique ability to provide same call control software on a proprietary appliance, Industry Standard Server and in a customer's existing virtual environment (not one that is dedicated or proprietary) or the member's choice of AWS, Azure and, soon to be, Google Cloud and others.</p> <p>Mitel is the only company addressing this space to offer the same solutions on the same endpoints with the same software on premise or hosted from the Cloud or datacenter of choice and allow the customer the flexibility to move between Cloud and premise solutions or create a hybrid as they see fit without penalty.</p> <p>Mitel allows for the outright purchase of perpetual licenses or an option to subscribe for them, allowing the member the greatest flexibility in their acquisition of a UC solution.</p> <p>Mitel is distinctly different from our competition in several areas. We have provided solutions for this sector for over 40 years.</p> <p>Legacy Support- We respect our customers' investment in our products and constantly seek to allow them to retain as much of their investment as possible while offering them the latest in technology. In the last 23 years that we have offered an IP telephony solution we have dropped support for only the two earliest IP phones on the current call control and then only after over 20 years. Our respect for our customers' investment in our products is unequalled.</p> <p>Mitel AnyWare- We are the only provider with a single stream of software that can be installed on the customer premise in a Mitel Appliance, on an Industry Standard Server of the customer's choice, in a Virtual environment either locally or in a data center or as a cloud hosted solution and moved between those environments with no change in the user experience as circumstances require.</p> <p>Wesley Clover- Our Founder, Sir Terry Matthews is the founder and chairman of this investment group which develops technical solutions that address our customer's needs outside of our core products These products are developed in close concert with our own R&D team and provide significant value in our ability to address specific customer requirements. One example is the Mitel Mass Notification solution, which provides an Emergency Notification system to address the needs of K-12, Higher Ed, and governments tightly integrated with the Mitel call control systems.</p> <p>MiContact Center- Mitel offers a full featured contact center solution including call and screen recording that is fully integrated with our core platform. In addition, we are pioneering the use of AI to enhance customer experience and agent interaction. The customer experience is critical to the daily service in the communities served by the Sourcwell members, and Mitel is the only vendor to bring this depth of resources to bear on this feature set.</p> <p>Mitel CloudLink – The CloudLink platform enables communications between an on-premise Mitel PBX and cloud-based applications like MiTeam Meetings and MiCollab chat. The following diagram shows the components and connections for the CloudLink platform.</p> <p>CloudLink includes the following:</p> <ul style="list-style-type: none"> - CloudLink Platform - The platform that provides services for CloudLink apps. - CloudLink Gateway - The device that connects a Mitel PBX, which is installed on premises, to the CloudLink platform and CloudLink applications. The Gateway is now a software component of MiCollab and will be included in the forthcoming MiVoice Business SMB controller. - CloudLink Apps - Applications that use a CloudLink Application Programming Interface (API) and micro-services to provide hybrid communications services to Mitel customers. MiTeam Meetings, MiCollab enhanced chat are among the current applications of the Cloudlink platform. <p>CloudLink provides a unique solution to future proof our onsite UC solutions.</p> |

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure,

and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| 46 | Do your warranties cover all products, parts, and labor? | <p>Yes. Basic and extended warranties for hardware and software are available through Mitel's Standard Warranty, included as an attachment to our response.</p> <p>During the term of the manufacturer's warranty period, all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for the Sourcewell member under the Hardware Warranty is for Mitel, at Mitel's election, to repair or replace the defective parts. Replacement parts will be covered for the remainder of the existing Hardware Warranty.</p> <p>Please note that there is no advanced replacement included in the basic parts warranty; this is a return-to depot parts warranty. The Sourcewell member may purchase Labor Support at an additional charge. Mitel software and hardware warranties become void if one of the following occurs:</p> <ul style="list-style-type: none"> • The system is not used properly in accordance with the manufacturer's specifications and operating instructions or is otherwise abused, damaged, or negligently serviced or maintained by anyone other than Mitel. • Work is performed on the system by technicians not authorized by Mitel. • The system is installed or used in combination or in assembly with products that are either not approved by Mitel or not compatible with the system. • The customer breaches the material terms of the agreement. |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Mitel has no usage limit restrictions. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Any items under warranty which require repair are sent to the Mitel repair team and, if necessary, an advance replacement is shipped out. During the warranty period, we would not charge travel time or mileage for any required service work. We would charge travel in 1/2-hour increments for any MAC (Move, Adds, Changes) related work. Mitel never charges for mileage. |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Mitel can cover all geographical areas in the U.S. or Canada, either by a certified Mitel technician/partner, or by a qualified "smart hands" subcontractor. The subcontractor would have access to Mitel technicians for remote support. |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Mitel provides pass-through warranty service for all third-party products. Warranty service for third-party products is carried by the manufacturer's warranty, which is generally 30-45 days. |
| 51 | What are your proposed exchange and return programs and policies? | <p>The content below is Mitel's Global return policy, however with any conflict in the policy versus the customer standing agreement, the terms and conditions of the agreement will prevail.</p> <p>DOA (Dead On Arrival) Returns</p> <p>Dead on Arrival - A DOA is defined as an out of box failure on a unit that has failed when the system has been brought into service (a spare or upgrade unit that has failed on installation) AND a unit that was purchased from Mitel/Distribution within the previous 3 months.</p> <p>If DOA report is for a controller, base software or 3 or more of the same part number, Product Support or the Regional Technical Support representative is to be contacted to assist in troubleshooting the DOA part(s). If part(s) are deemed by Product Support to be DOA, a tech ticket number is required. The requester will complete a Product Fault Report Notice providing the following details pertaining to the DOA part(s):</p> <ul style="list-style-type: none"> • Company Name • Part number(s) of defective unit • Serial number(s) • Description of fault • PO number to reference on free replacement order (and to apply charges if the part(s) is not returned) • Tech Ticket number • Shipping address, contact name and phone number for shipment of replacement part |

- Pick up address, contact name and phone number for collection of the defective part by Mitel

A sales order acknowledgment (SOA) is faxed or emailed to the customer with reference to the RA#. This RA# must be annotated on all packages being returned.

Customer Service Representative (CSR) arranges the shipment of a no charge replacement to the customer.

Mitel will be responsible for return freight charges on all DOA returns. The Mitel CSR will provide you with either carrier details for you to make arrangements to have the product picked up and returned to Mitel or will arrange collection directly, dependent upon location.

DOA part(s) must be returned to Mitel within 20 business days of shipment of the replacement part to avoid billing being initiated for the non-return of the defective unit plus freight costs for the shipment of the free replacement.

Return of defective part(s) will not be accepted for credit once billing for a non-return has been processed.

Returns for Credit

★ All credit returns (hardware, software and/or software options) are subject to an administrative charge of 20% of the Reseller's cost.

Returns for Hardware and Software:

There is no general right of return for convenience, however, Mitel may, at its sole discretion, accept return of Hardware and Software having reviewed the specific reasons as to why such Hardware and/or Software is being returned.

Products ordered in error, may be accepted for return, under the following conditions:

- The part is unused and contained in its original packaging
- The request for return is made within 30 days from the date of purchase
- The part is returned to Mitel within 30 days of the issuance of the Return Authorization# (RA#)

Should a part be returned that has been opened but unused, any costs associated with the rework or reclassification of that part will be deducted from the credit.

It is the customer's responsibility to pay all return freight charges to have the part(s) returned to Mitel.

Returns for Software Options:

- Software options can be credited if the status is either 'allocated' or 'assigned'
- Software options that have been in an 'activated' status for less than 14 days can be credited
- Any IP Products that you wish to credit should be reported to your Customer Service Representative

OEM & Third-Party products:

Such returns are subject to approval at the sole discretion of Mitel, however such approval shall, at all times, be subject to relevant terms and conditions of the OEM or Third Party supplier in question.

Customized product:

There is no right of return whatsoever on customized products ordered from Mitel.

All outstanding returns will be monitored by the Mitel Customer Service Representative (CSR) to ensure billing is initiated for non-returned part(s) per the timelines noted in this document.

Additional information:

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| | | <ul style="list-style-type: none"> • If for a deletion only, a Change Order Form is not required. • If for an addition only, or an addition and deletion, a Change Order Form is generated to show the items, quantities, and pricing. It then needs to be approved by the Partner or End-User, depending on who submitted the original Purchase Order. • For the return of Licenses, they cannot be assigned to an Application Record in the AMC. If they are, the Partner needs to work with the AMC group to have the licenses unassigned from the Application Record before a return for credit can be made. • A 20% re-stocking fee may be charged at the discretion of Mitel. |
| 52 | Describe any service contract options for the items included in your proposal. | <p>Beyond implementation, Mitel Maintenance and Management Services will continually strengthen and extend the value and relevance of your solution. Standard manufacturer's Service Level Agreement coverage (which includes software assurance, warranty, and repair) is complemented by an advanced remote monitoring and resolution service. Incidents are handled according to your chosen response plan and managed by Mitel's global service desk from the first alarm to post-resolution.</p> <p>Maintenance Support Plans (Mitel premise solutions) Mitel service agreements are available in a variety of packages (listed below) designed to accommodate the diverse levels needed by each customer. With your chosen service, Sourcewell members can call the Mitel service desk to report incidents within the agreement's terms. Mitel will resolve the majority of incidents quickly and efficiently by remote access.</p> <p>The individual support plans and their common included elements are outlined and described in more detail below.</p> <p>Premium Plus/Full Support 24x7 Coverage:</p> <ul style="list-style-type: none"> • Hours of Coverage <ul style="list-style-type: none"> o 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite support for a Major Failure. o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Minor Failure. • Response Objectives <ul style="list-style-type: none"> o Major Equipment Failure <ul style="list-style-type: none"> - Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. - Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer. o Minor Equipment Failure <ul style="list-style-type: none"> - Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. - Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer. • Parts Replacement <ul style="list-style-type: none"> o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above. <p>Premium Classic/Day Support 8x5 Coverage:</p> <ul style="list-style-type: none"> • Hours of Coverage <ul style="list-style-type: none"> o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Mitel's then current rates. • Response Objectives <ul style="list-style-type: none"> o Major Equipment Failure <ul style="list-style-type: none"> - Response within two (2) hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure. |

- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

- o Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

- Parts Replacement

- o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium Hardware Coverage (excludes remote and onsite labor):

- Parts Replacement

- o Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium System Coverage:

- Hours of Coverage

- o 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Mitel's then current rates.

- Response Objectives

- o Major Equipment Failure

- Response within two (2) hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

- o Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.

- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

- Parts Replacement

- o Expedited replacement of defective parts and materials for core/main system components only, are included during the coverage hours purchased as detailed above. This is exclusive of phone set replacement.

Compliance with the Ray Baum Act

As between Mitel and End-User, End-User is responsible for: (A) controlling and overseeing End-User's Mitel system, and (B) the day-to-day operations of End-User's Mitel system. For greater certainty, Mitel is not the multi-line telephone system installer, manager, and/or operator, as each of those terms is defined in 47 CFR Part 9 Subpart F. End-User acknowledges and agrees that the services provided by Mitel pursuant to the Agreement do not constitute legal advice. Mitel recommends that End-User seek its own legal advice in respect of the Federal Communication Commission (and any applicable state) multiline telephone system 911 statutes and rules.

Commercially Reasonable Efforts

Customer acknowledges and understands that certain hardware which may be covered under this Agreement has been manufacturer discontinued

including, but not limited to, the Mitel 4000 Series Digital Endpoints, Mitel 8500 Series Digital Endpoints, Mitel 8600 Series IP Endpoints, Mitel 5000 Series IP Endpoints, UC360 Conference Phone, and the MiVoice Office 250 PS-1 ("Discontinued Hardware"). Mitel will use commercially reasonable efforts to provide maintenance services to Discontinued Hardware; however, customer understands and agrees Mitel's sole obligation for support of the Discontinued Hardware is to work in good faith to provide replacement spare parts and/or repair components. To the extent Mitel is unable to source a required repair or replacement part from Mitel's inventory, Mitel will inform the customer of alternative upgrade or migration options that will be at an additional cost to the customer.

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 53 | Describe your payment terms and accepted payment methods. | Mitel payment terms are Net 30. Mitel accepted payment methods are electronic bank transfer, ACH, wire transfer, paper check, P-card, and credit cards (Visa, AMEX, Mastercard). |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Mitel as a manufacturer prefers to partner with best of breed leasing companies to provide the most suitable leasing vehicles and options for our Partners and Sourcewell members. We are in an active partnership with NCL Government Capital (Sourcewell contract 011620-NCL) to provide flexible leasing options including tax exempt Municipal leases which address most, if not all, of the specific terms and conditions that may govern the specific requirements of the government or education customer non-appropriation of funds and termination clauses to address and facilitate financing over multiple budget years. In addition, we have an active partnership with Great America Leasing, who have been serving our Channel Partner community for over 25 years with extremely flexible financing options. While Partner provided leasing and financing options are not limited to these companies, Mitel continues to promote the utilization of finance vehicles specifically focused on addressing the acquisition of our products and services as turnkey solutions. |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Mitel Standard Warranty Mitel Global Return Policy |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Mitel does accept the P-card at no additional cost. |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|---|--|
| 57 | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> | <p>Mitel's proposed pricing model is based on a percentage discount from Mitel List Price (MLP) for our Unified Communications (UC) products.</p> <p>Mitel configurations are developed in the Mitel CPQ pricing tool available to all Mitel Authorized Partners and Sourcewell Selling Agents and must be presented to Mitel Vertical Sales Team for pricing validation.</p> <p>Sourcewell pricing is chosen in Mitel CPQ by Sourcewell Selling Agents and automatically applied based on contract compliant discounts. The pricing model is based on discounts from MLP on a Mitel Product/Pricing Group (MPG) basis.</p> <p>All quotes are returned to the Partner prior to presentation to the Sourcewell member in a line item detail format to provide transparent confirmation and contract compliance to ensure that the member is receiving the appropriate pricing under the contract.</p> <p>We have attached the current Mitel list price with the MPGs, List price, and Sourcewell member price discounted. Please refer to Mitel Sourcewell Detailed Pricing attached.</p> <p>As Sourcewell advises, Mitel acknowledges and reserves the right to make price and product adjustments during the term of an awarded contract via the Sourcewell Price and Product Change Request Form.</p> <p>In addition, Mitel proposes the following category to address Partner Delivered Mitel solutions based on Mitel platforms:</p> <p>Partner Built, Partner Delivered, Powered by Mitel – 20% discount from Partner list price.</p> |
|----|---|--|

| | | |
|----|---|--|
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>As Sourcewell's telecommunications vendor for more than 13 years, Mitel has worked diligently to structure a discount model that represents the best value for Sourcewell members—including taking into consideration total cost of acquisition and ownership, pricing clarity, and minimizing exceptions, exclusions, or limitations of liabilities. With the simplification of Mitel's Material Pricing Groups (MPG) and the list price changes (reductions) inherent in these changes, we propose a range of 0 to 38%.</p> <p>MPG 1P U.S. Member Discount: 38% Canada Member Discount: 38%</p> <p>MPG 2P U.S. Member Discount: 33% Canada Member Discount: 33%</p> <p>MPG 3P U.S. Member Discount: 35% Canada Member Discount: 35%</p> <p>MPG 4P U.S. Member Discount: 35% Canada Member Discount: 35%</p> <p>MPG 1S U.S. Member Discount: 15% Canada Member Discount: 15%</p> <p>MPG 2S U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>MPG TP U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>MPG ND U.S. Member Discount: 0% Canada Member Discount: 0%</p> <p>Partner Built / Partner Delivered (Powered by Mitel) solutions: 20%</p> <p>Third party components required for a turnkey solution will be quoted based on a mutually agreed upon discount.</p> |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Mitel proposes to extend additional discounts under defined marketing programs and published promotions. Mitel proposes an additional 2% volume discount for opportunities of \$500K USD and above as negotiated for the benefit of the Sourcewell member for Mitel hardware and software. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Mitel has access to and can supply a broad range of peripheral products that complement and may be required to complete a turnkey installation. These Open Source items are provided by Mitel, our authorized selling agents, and distribution partners as required on a mutually acceptable basis to the Sourcewell member. These products and services are commonly ancillary elements to the turnkey solution but may, in some cases, be required to complement or augment a member's existing installation. Offer and acceptance of these elements will be at the member's discretion. Quotes will be provided for each such request. |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Installation, maintenance, and associated services provided by Partners would be quoted and negotiated between the Sourcewell member and the Partner. Third party components, as an element of the total cost of acquisition, will be quoted and mutually agreed upon per Sourcewell member requirements. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Mitel does not normally charge freight to Sourcewell customers who place orders directly with Mitel unless overnight shipping is required. |

| | | | |
|----|---|---|---|
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Mitel treats all 50 states with the same shipping, global return, and exchange policy and program. We do not charge extra for Alaska, Hawaii, or offshore delivery. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Mitel provides a very secure web based delivery method for our software and license delivery, the Applications Management Center (AMC). The AMC provides a single interface for the delivery and management (assignment and reassignment) of licenses and software applications from Mitel. Sourcwell members share their records with Partners who assist them. The AMC allows the customer to take advantage of Mitel's flexible licensing model. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>Mitel has a well-developed process for ensuring that Sourcewell members receive pricing compliant with the contract terms. There are several checkpoints in the process which are described in detail below:</p> <ul style="list-style-type: none"> · Mitel employs an active link between our quoting tool (CPQ) and our master pricing parts list database to ensure the most current and accurate pricing is provided to the Sourcewell member on any given quote. · Pre-sales pricing review and quote validation by Mitel Vertical Sales Group (VSG) and the Government Distribution partners. · Quote comparison to order by Order Management team (must match) · Order contract and pricing compliance approval is provided by VSG and Mitel Finance. <p>Mitel's Internal Audit team has controls in place for all government order processing activity and conducts quarterly/annual testing and reviews to verify contract compliance. In addition, Mitel engages an External Auditing firm to annually test and verify these controls.</p> <p>Monthly, Mitel records Sourcewell transactions for the submission of our quarterly sales reports and administrative fees. Within our Order Management Software system, we have designated specific Govt Contract transaction types to ensure that all sales data is accurately captured.</p> <p>Further details for the entire order and reporting compliance process are available in the response to Table 6, question #29.</p> <p>Each Mitel employee is responsible for ensuring that government requirements are met and that all government regulations are followed. Some examples of these requirements include:</p> <ul style="list-style-type: none"> · Accurately representing which Mitel products are allowable for sale under government contracts; · Accurately representing the price or cost of Mitel products or services; · Not improperly soliciting or obtaining confidential information, such as sealed competitors' bids, from government officials prior to the award of a contract; · Hiring present and former government personnel only in compliance with applicable laws and regulations (as well as in consultation with the Legal Department and Human Resources); and · Not including hidden terms, side agreements or other undisclosed arrangements. |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The level of detail contained within our Govt sales reports allows us to analyze the data and create metrics based on the vertical, contract, End-user, authorized Selling Agent and region. We further compare this data on a monthly, quarterly and year-over-year basis to rank Selling Agents, determine sales trends and project growth. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Mitel will pay Sourcewell a 2% administrative fee of the member's cost for Mitel hardware and software, typically reported and paid on a quarterly basis. This fee is not an line-item addition to the member's cost of goods. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|--|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Mitel products include applications and mobility options that optimize businesses and make companies more productive. Mitel offers a broad range of unified communications and collaboration (UCC) solutions, which address and support the full spectrum of technology specifications - from digital to IP to private cloud to mobile, and from platforms to applications to end-user devices. Our solutions include the latest virtualization capabilities and desktop and mobile applications to enable businesses of all sizes to take advantage of the most advanced technology developments while maximizing their current communications investments.</p> <p>Mitel Solution Capabilities</p> <p>Mitel solutions help customers keep up with leading technology trends, including bring-your-own-device (BYOD), cloud-enablement, and multi-channel communication. Although Mitel designs for the future, its solutions create a foundation for today that is both scalable and upgradable for tomorrow. Unlike other industry leaders, solutions are designed based on customer business objectives and challenges. Mitel capabilities are focused on:</p> <ul style="list-style-type: none"> • Communications Systems. Reliable, flexible, and scalable, Mitel's communications systems offer market-leading choice, with options from remote office to multinational enterprise. • Unified Communications & Collaboration. Presence-enabled business communications and collaboration capabilities extend teamwork beyond office boundaries with efficient access to information and people. Mitel users gain desktop and mobile device capabilities such as audio and web conferencing, presence, video (point-to-point and multipoint), and messaging. • Mobility. Mitel offers solutions for personal, campus, or enterprise mobility. The mobile-first design of its UC solution ensures mobile users gain the same high functionality as at the office. • Unified Messaging. From basic voice mail to advanced unified messaging, Mitel messaging solutions increase personal productivity, improve accessibility, and protect infrastructure investment. • Remote Working. Mitel's plug-and-work solution, using a full range of desktop or soft phones, allows businesses to offer remote and mobile users the ability to work comfortably, effectively and securely. • Contact Center. Designed with customer acquisition and retention in mind, Mitel's contact center solutions allow the effective and efficient management of contact centers for both small and large applications. Mitel contact centers reduce costs, intelligently service contacts across multiple channels, and let agents focus on interactions. • Business Telephones. Mitel's phones are designed for the individual user and provide essential business collaboration tools with presence integration. Available in multi-button configurations or with intuitive graphical interfaces, Mitel phones can be tailored to suit both standard and specialty applications, including terminals for attendants, contact center agents, and command-and-control applications. • Professional and Managed Services. With a broad choice of services, Mitel experts can be your champions in every stage of implementation and on through the life of your solution. |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Mitel provides a comprehensive range of goods and services to provide a fully turnkey solution for any member from the smallest to the largest. Some but not necessarily all sub-categories are listed below:</p> <ul style="list-style-type: none"> • Hybrid (IP, TDM and Analog) Unified Communications systems • VoIP PBX Unified Communications Systems • Virtualized Call Control solutions • Unified Messaging (voice mail) systems • Unified Communications Collaboration Solutions • TDM cable to IP conversion systems • Emergency Notification Systems • Operational Notification Systems • IP Endpoints • Video Collaboration Solutions • Analog Endpoints • TDM (Digital) Endpoints • Call Recording • Contact Center Management • Contact Center Reporting • Workforce Optimization • Call Accounting • Hosted Voice over IP • Hosted Unified Communications • Unified Communications as a Service (UCaaS) • Remote monitoring • IVR solutions |

Table 14B: Unified Communication Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|-----------|--|--|--|---|
| 71 | VOIP technology; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, our communications platforms all support Voice over IP technology. | * |
| 72 | Video or audio collaboration and conferencing; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, both Video and Audio Collaboration and Conferencing are available as part of our offerings. | * |
| 73 | Mobility options; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Mitel has a robust portfolio of mobile solutions that extend our UC solutions to mobile users. | * |
| 74 | Mass notification; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Mitel Revolution is a very flexible, feature rich solution designed to address alerting across a broad range of notification options from audio alerts to visual alerts to desktop alerts to text and mobile options. | * |
| 75 | Enhanced messaging | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, messaging through our Collaboration tools can be delivered to desktop, browser or mobile clients with various enhancements including presence and status and enhanced text messages. | * |

Table 14C: Contact Center Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|---|
| 76 | Automatic call or contact distribution and routing; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Mitel UC platforms all include Automatic Call Distribution (ACD) and routing options as well as advanced options included in our Contact Center Solutions, MiContact Center Business (MiCC-B) and MiContact Center Enterprise (MiCC-E) |
| 77 | Omnichannel capability; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, MiContact Center Business and MiContact Center Enterprise offer Omnichannel for contact center agents to address audio, webchat, email, social media, and SMS communications channels. |
| 78 | Interactive voice response; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Interactive Voice Response (IVR) is an offering within MiCC-B and MiCC-E. IVR functionality is part of the embedded voicemail in MiVoice Business individually as Call Director. |
| 79 | Real time status; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Real time status of all users is available as part of MiCollab and our integration with Microsoft 365 and Teams. |
| 80 | Reporting | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, a wide variety of reports and reporting options are available. Mitel Performance Analytics provides operational reports on the systems and the platforms themselves as well as MiCC-B and MiCC-E provide a rich array of customizable reports on all aspects of user interactions. |
| 81 | Products and services applicable to the solutions described in Lines 71-80 above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, all products and services required for a turnkey solution under the scope of the contract are available from Mitel and our Channel Partners. Pre-sales consultation and design, implementation, training, on-going support for all the deployment options, hardware, software, integration with other applications (technology) or social media, reporting and all related applications is included in our offering under this contract. This is a comprehensive portfolio of product and service solutions supporting a full turnkey Unified Communication and Collaboration solution for Sourcewell members. |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|-------------------------|--|--|
| Section 2 | Equipment, Products, or Services | <p>Mitel requests the following clarification in Subsection A, second paragraph: "All Equipment and Products provided under this Contract must be new and the current model unless stated otherwise in this Contract".</p> <p>Reason: Mitel's standard warranty permits Mitel to utilize remanufactured, certified parts that meet the specification for repairs. Mitel's pricing, in part, is based on Mitel's ability to use refurbished parts under its warranty offering.</p> |
| Section 8 | Report on Contract Sales Activity | <p>Mitel requests the following clarifications in Subsection B:</p> <p>(i) Addition of specific value of the admin fee (i.e.. "...equal to X% of ...")</p> <p>(ii) Addition of the following language to end of the first paragraph: "For Administrative Fees generated through Canadian orders, Supplier's affiliate, Mitel Networks Corporation, will make payment of the Administrative Fee directly to Sourcwell".</p> <p>Reason: (ii) this has already been agreed conceptually between Sourcwell and Mitel under the current Sourcwell contract held by Mitel; Mitel requests this agreement be documented within the resulting contract.</p> |
| Section 10 | Audit, Assignment, Amendments | <p>Mitel requests the following addition to Subsection B (Assignment), at the end of the paragraph: "Notwithstanding the foregoing, Supplier shall have the right to assign this Contract to an affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Contract, or the sale or transfer of the ownership of Supplier resulting in a change in its effective control.</p> <p>Reason: Mitel needs to be able to actively participate in merger/acquisition activity without having to first obtain consent from Sourcwell to do so.</p> |
| Section 11 | Indemnity and Hold Harmless | <p>Mitel requests the indemnity obligations under the Sourcwell contract be limited to claims resulting from a party's willful misconduct or gross negligence under the contract.</p> <p>Reason: The Sourcwell contract is a pricing contract; additional indemnification obligations will be negotiated/agreed upon between the Sourcwell Member and Mitel.</p> |
| Section 11 | Indemnity and Hold Harmless | <p>Mitel requests the addition of a Limitation of Liability under the contract. Proposed language: "Except for each party's obligations with respect to Intellectual Property or in the event of a party's willful misconduct or gross negligence, neither Contractor nor Sourcwell will be liable to the other for any, consequential, indirect, special or general damages from any claim or action based on contract, tort or other legal theory. In no event will direct damages, for either Sourcwell or Contractor, exceed \$2,000,000 USD [Two-million dollars USD]".</p> |
| Section 18 | Insurance | <p>Mitel requests the Insurance provision be modified as follows:</p> <p>Section A (Requirements) - the following sections to be deleted in their entirety: subsection 4 (Umbrella Insurance), subsection 5 (Professional/ Technical, Errors and Omissions), and subsection 6 (Network Security and Privacy Liability Insurance)</p> <p>Section C (Additional Insured Endorsement ...) - to be deleted in its entirety.</p> <p>Section E (Umbrella/Excess Liability ...) - to be deleted in its entirety.</p> <p>Reason: The resulting contract is primarily a pricing contract. Additional insurance obligations will be negotiated/agreed upon between the Sourcwell Member and Mitel. As a general policy, Mitel does not list Additional Insureds on its insurance policies.</p> |

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Mitel Price List - USD Sourcewell Pricing - Nov 22.pdf - Tuesday November 29, 2022 11:59:07
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 28, 2022 11:39:41
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Tuesday November 29, 2022 16:03:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Mitel Standard Warranty.pdf - Monday November 28, 2022 13:08:34
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday November 28, 2022 13:16:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 29, 2022 16:26:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>,
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Frank Skiffington, Senior Vice President, Mitel Networks, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_13_Unified_Communication_RFP_120122 Wed November 23 2022 08:24 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_12_Unified_Communication_RFP_120122 Mon November 21 2022 10:19 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_11_Unified_Communication_RFP_120122 Thu November 17 2022 01:25 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_10_Unified_Communication_RFP_120122 Wed November 16 2022 02:53 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_9_Unified_Communication_RFP_120122 Thu November 10 2022 08:46 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_8_Unified_Communication_RFP_120122 Fri November 4 2022 09:05 AM | <input checked="" type="checkbox"/> | 3 |
| Addendum_7_Unified_Communication_RFP_120122 Mon October 31 2022 01:17 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_6_Unified_Communication_RFP_120122 Tue October 25 2022 04:01 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Unified_Communication_RFP_120122 Mon October 24 2022 01:53 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_4_Unified_Communication_RFP_120122 Fri October 21 2022 02:57 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Unified_Communication_RFP_120122 Thu October 20 2022 10:26 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Unified_Communication_RFP_120122 Tue October 18 2022 09:01 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_Unified_Communication_RFP_120122 Tue October 18 2022 07:41 AM | <input checked="" type="checkbox"/> | 1 |



RFP #120122
REQUEST FOR PROPOSALS
for
Unified Communication and Contact Center Solutions

Proposal Due Date: December 1, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unified Communication and Contact Center Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | October 13, 2022 |
| Pre-proposal Conference: | November 3, 2022, 10:00 a.m., Central Time |
| Question Submission Deadline: | November 22, 2022, 4:30 p.m., Central Time |
| Proposal Due Date: | December 1, 2022, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | December 1, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening" |

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Unified Communication and Contact Center Solutions providing comprehensive feature and function complements, including:
 - a. Unified communication solutions, such as: VOIP technology, video or audio collaboration and conferencing, mobility options, mass notification, and enhanced messaging;
 - b. Contact center solutions, such as: automatic call or contact distribution and routing, omnichannel capability, interactive voice response, real time status, reporting; and
 - c. Products and services applicable to the solutions described in Sections 1. a. – b. above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

2. The primary focus of this solicitation is on Unified Communications and Call Center Solutions. This solicitation should NOT be construed to include:
 - a. Service providers and wireless service providers that provide network-related products and services only;
 - b. Telecommunications expense management (TEM), cost savings or cost avoidance audit services;
 - c. Consulting services only; or
 - d. Broker or reseller agents.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
 - b. IT Managed Service and Staff Augmentation Solutions (RFP #071321); and
 - c. Communications Technology Consulting Services (RFP #072822)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-

party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

4. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

5. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

6. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

7. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating

Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/17/2022

Addendum No. 1

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can products and services be added at a later date?

Answer 1:

An awarded supplier may submit a Product and Pricing Change Request to Sourcewell. Refer to Section 4. – Product and Pricing Change Requests, of the Sourcewell contract template.

Question 2:

For Total Cost of Acquisition, each client's requirements and infrastructure are different. Would a range of pricing be acceptable?

Answer 2:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/17/2022, is required at the time of proposal submittal.



10/18/2022

Addendum No. 2

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Each solution being proposed would be customized to the buyer's needs. How should we list this in our bid pricing?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

When will the information for the pre-proposal conference be sent?

Answer 2:

Login instructions will be posted to the Documents section of the RFP's Bid Details page on the Sourcewell Procurement Portal and available to registered suppliers two business days prior to the web conference. A notification email will also be sent to registered suppliers when the instructions are posted.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/18/2022, is required at the time of proposal submittal.



10/20/2022

Addendum No. 3

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Section II. C. 3. – New Equipment and Products states proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Is an offering of refurbished products with a lifetime warranty acceptable?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/20/2022, is required at the time of proposal submittal.



10/21/2022

Addendum No. 4

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Which states will be using this RFP?

Answer 1:

Refer to RFP Section I. A. – About Sourcewell Participating Entities. “Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.” RFP Section I. B. – Use of Resulting Contracts, identifies the types of Participating Entities eligible to use Sourcewell awarded cooperative contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/21/2022, is required at the time of proposal submittal.



10/24/2022

Addendum No. 5

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there restrictions around the staff that can implement and support the systems? What are the security requirements? Do they have to be in any specific region or country?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. It is left to the discretion of each proposer to determine the information and documentation necessary to best articulate the services offered and to demonstrate the ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can we bid the Unified Communication requirements and the Contact Center requirements separately?

Answer 2:

Refer to RFP Section II. G. 2., "[a] proposer may submit only one proposal."

Question 3:

Is the desire to have the Unified Communications and the Contact Center services on the same platforms?

Answer 3:

It is left to the discretion of each proposer to propose a method for delivery that aligns to its business practices and meets all applicable industry standards, laws, and regulations. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Is there any sort of requirements document that can be provided?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

Question 5:

What scale of professional services and implementation assistance is expected for implementation on each agency?

Answer 5:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “[g]enerally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.” It is left to the discretion of each proposer to determine and propose the equipment, products, or services that align with the proposer’s business methods. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 6:

What are the anticipated number of transactions and revenue per transaction that would equate to the estimated \$40M annual revenue?

Answer 6:

The anticipated volume stated in the RFP is an estimate based on past volume of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 7:

Can you provide us with the number of agents to be included with this bid's pricing?

Answer 7:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/24/2022, is required at the time of proposal submittal.



10/25/2022

Addendum No. 6

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a vendor doesn't have its own SAM number or doesn't meet the template contract insurance requirements under their entity, but their parent company does, would the vendor be permitted to submit documentation filed under its parent company to satisfy the requirements?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of its proposal or the methods of satisfying RFP requirements. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP. Each Proposal will be evaluated based on the criteria stated in the RFP.

For additional detail on the completion of the Portal Questionnaire Tables, refer to the General Instructions above Table 1.

A proposer that is seeking a modification to the template Contract terms, conditions, or specifications, must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. Refer also to RFP Article 5. – Contract.

Question 2:

How should we display pricing and descriptions of our platform.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/25/2022, is required at the time of proposal submittal.



10/31/2022

Addendum No. 7

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How may we make suggestions for an amendment of the RFP?

Answer 1:

Sourcewell does not contemplate an amendment of the RFP at this time. Nevertheless, questions regarding the RFP may be submitted through the Sourcewell Procurement Portal – www.proportal.sourcewell-mn.gov.

Question 2:

Is FedRamp Certification required for any or all of the solutions?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. A proposer is allowed to articulate the capabilities, features, and applicable certifications held for each product offering in the narrative response and in the materials selected by the proposer for upload in support of the proposal.

Question 3:

If FedRamp is not required, can a provider provide pricing for both FedRamp and regular pricing for solutions and services?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the

requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Will products and services by one manufacturer, but proposed by multiple respondents be acceptable?

Answer 4:

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B. Proposals will be evaluated, and award/non-award determinations will be made, based on the criteria stated in the RFP.

Question 5:

How many awards do you anticipate making?

Answer 5:

Refer to RFP Section VII. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

Question 6:

Is this RFP a replacement for #081419 Technology Catalog Solutions or is it in addition to that contract?

Answer 6:

The Sourcewell RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 7:

Is using MSRP an acceptable approach to providing pricing?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 10/31/2022, is required at the time of proposal submittal.



11/4/2022

Addendum No. 8

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell advise if the equipment, products, or services my company offers would be considered within scope of this RFP?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

In Table 5: Top Five Government or Education Customers - Size of Transaction(s), do you want an average dollar amount of all transactions or a range of the individual dollar amount of all transaction(s)?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

How are payment method and terms to be included in the proposal for Sourcewell and the participating entity? Can they be included as an attachment in the proposal to Sourcewell and the proposal for the participating entity? Are payment methods and payment terms to be negotiated solely with Participating Entity?

Answer 3:

It is left to the discretion of each proposer to determine and propose the payment terms that align with their business methods and satisfies all the requirements of Article 6. A. – Orders and Payment, of the Sourcewell contract template and Table 10 of the questionnaire within the Sourcewell Procurement Portal.

Question 4:

We see several manufacturers on the list of current contract holders. Does Sourcewell prefer to award contracts to manufacturers or to companies that support multiple manufacturers (e.g., resellers)?

Answer 4:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

Question 5:

Governing Law and venue for any action related to Participating Entity will be determined by the participating entity making the purchase. Does this mean the participating entity’s location will determine the governing law, venue, any tax requirements, etc.?

Answer 5:

Refer to template contract Section 6. E. – Governing Law and Venue. Under the template contract, the governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

Question 6:

Clarify the calculation of the administrative fee and if the administrative fee is per participating entity award. What is the percentage? How is the percentage determined? Is the percentage based upon total sales in the proposal to the participating entity?

Answer 6:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section VI. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees.

Question 7:

In Table 14B: Unified Communication Solutions - Line 75, please define Enhanced Messaging or provide examples of what you would consider under this term?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the products and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated based on the scoring criteria stated in the RFP and the content submitted.

Question 8:

How can I request an amendment to add additional equipment, products, or services to RFP Section II. B. – Requested Equipment, Products, or Services?

Answer 8:

Sourcewell does not contemplate an amendment of the RFP at this time. Nevertheless, questions regarding the RFP may be submitted through the Sourcewell Procurement Portal – www.proportal.sourcewell-mn.gov.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/4/2022, is required at the time of proposal submittal.



11/10/2022

Addendum No. 9

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there documents besides the RFP, contract template, and addendums? If so, where are the documents found?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section. After selecting "Start Submission" from the Bid Details page, a proposer will navigate to Step 1 to begin the submission.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/10/2022, is required at the time of proposal submittal.



11/16/2022

Addendum No. 10

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

At what time should the awarded vendors be expected to contact the participating entities with marketing efforts? Will Sourcewell provide guidelines on who and when to contact?

Answer 1:

The Sourcewell supplier development team provides support and resources to expand and enhance awarded supplier marketing efforts. In the competitive process, Sourcewell does not advise on the content of proposer marketing plans. Each proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Will the vendors be responsible for reaching out to the participating entities without knowing who is interested in our services or will Sourcewell provide the vendors with a list of the participating entities who are looking to revamp their call center/voice solutions?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the marketing plan that aligns with their business methods and satisfies all the requirements of RFP Article II. F. – Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/16/2022, is required at the time of proposal submittal.



11/17/2022

Addendum No. 11

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell willing to receive a monthly payment of a percentage of the monthly revenue generated from sales on the contract vs. a one-time quarterly payment?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, and Sourcewell contract template Section 8. B. – Administrative Fee, for additional information regarding administrative fees.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/17/2022, is required at the time of proposal submittal.



11/21/2022

Addendum No. 12

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How will the supplier be notified whether funding is available for a participating entity?

Answer 1:

Participating entities are solely responsible for payment. See template contract Section 6. A. – Orders and Payment, for additional guidance.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/21/2022, is required at the time of proposal submittal.



11/23/2022

Addendum No. 13

Solicitation Number: RFP 120122

Solicitation Name: Unified Communication and Contact Center Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What compliance requirements or certifications are needed?

Answer 1:

Refer to template contract Section 19. – Compliance. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell participating entities.

Question 2:

Could we request an extension?

Answer 2:

No extension of the due date is contemplated by Sourcewell at this time.

Question 3:

Do all participating entities order off resulting contracts in this RFP?

Answer 3:

Refer to RFP Section I. B. – Use of Resulting Contracts, “Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier.”

Question 4:

Does each customer negotiate individual terms?

Answer 4:

Refer to Sourcewell contract template Section 6. B. – Additional Terms and Conditions/Participating Addendum. “Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. ... Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.”

Question 5:

Could you define the warranty section?

Answer 5:

Refer to RFP Section II. C. 5. – Warranty. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to describe the warranty provisions and coverages that apply to the equipment, products, or services proposed, and satisfies the requirements of RFP. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

How is volume pricing defined?

Answer 6:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120122 posted to the Sourcewell Procurement Portal on 11/23/2022, is required at the time of proposal submittal.



Attachment "B"
VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Valhalla Corp, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 03/01/2024

SIGNATURE: David Giacobbe

COMPANY: Valhalla Corp

NAME: David Giacobbe
(Typed or Printed)

ADDRESS: 177 Western Ave. Suite 2
St. Johnsbury, VT 05819

TITLE: President

E-MAIL: dgiacobbe@valhalla-inc.com

PHONE NO.: 802-748-3418



Attachment "C" Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [G1K02 and G2496] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

¹ Note as of February 2022, the "Simplified Acquisition threshold" is currently set at \$250,000.00; the "Micro-purchase threshold" is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor*'s actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and



the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do



not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees 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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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.



Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention: Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: contractor will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*]

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.



Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology



Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.



No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The President on behalf of Valhalla Corp the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 03/01/2024

SIGNATURE: David Giacobbe

COMPANY: Valhalla Corp

NAME: David Giacobbe

ADDRESS: 177 Western Ave. Suite 2
St. Johnsbury, VT 05819

TITLE: President

E-MAIL: dgiacobbe@valhalla-inc.com

PHONE NO.: 8027483418



Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____



Attachment "D"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 12/21/2022

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide



Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|--------------------------|-------------------------|
| 1. Workers' Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |



- | | | |
|----|---------------------------------|--|
| 2. | Business Automobile | \$1M each accident (A combined single limit) |
| 3. | Commercial General Liability | \$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.



4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TRSD 024-3954-IT Tracking Number: 508324
Procurement/Contractor/Lessee Name: Vahalla Corp Grant Funded: YES ___ NO X
Purpose: PISSYBADDC agreement
Date/Term: 3-8-27 w/ renewals 1. GREATER THAN \$100,000
Department #: 0114 2. GREATER THAN \$50,000
Account #: 541010 3. \$50,000 OR LESS
Amount: \$300,000
Department: IT Dept. Monitor Name: Samsencletto

Purchasing Review

Procurement or Contract/Lease requirements are met: Quoted maximum Date: _____
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no Federal Enty Grant Name: _____
Grants Coordinator: _____ Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: See email attached Date: 2224
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: See email attached Date: 22724
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, February 2, 2024 10:59 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: FW: Vahalla/Mitel Piggyback Agreement
Attachments: RFP and Addendums-Unified Communications 120122.pdf; Mitel Sourcewell Pricing Notification Letter from Ralph.pdf; Mitel Contract 120122.pdf; Mitel 120122-MBS Pricing 11-9-23.pdf; Mitel Piggyback Agreement Draft.docx

Hello DeRita,

The Vahalla/Mitel Piggyback Agreement draft has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, January 31, 2024 7:07 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Vahalla/Mitel Piggyback Agreement

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, February 27, 2024 12:28 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Vahalla/Mitel Piggyback Agreement
Attachments: Mitel Piggyback Agreement Draft 2.27.24.docx

DeRita,

Once you have verified that Valhalla, Inc. is authorized to conduct business in the State of Florida, you may proceed with the attached piggyback agreement which includes my changes.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Lynn Hoshihara
Sent: Tuesday, February 27, 2024 1:22:51 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Vahalla/Mitel Piggyback Agreement

DeRita,

The letter addressed to Lamar Stephens, dated November 15, 2021, states that it's from Valhalla, Inc. and not Valhalla Corp.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, February 13, 2024 9:30:57 AM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: RE: Vahalla/Mitel Piggyback Agreement



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

MITEL BUSINESS SYSTEMS, INC.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | F00000000402 |
| FEI/EIN Number | 91-2016177 |
| Date Filed | 01/24/2000 |
| State | AZ |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 09/16/2008 |
| Event Effective Date | NONE |

Principal Address

1146 North Alma School Road
Mesa, AZ 85201

Changed: 04/25/2021

Mailing Address

1146 North Alma School Road
Mesa, AZ 85201

Changed: 04/25/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/15/2016

Address Changed: 04/15/2016

Officer/Director Detail

Name & Address

Title Director

Bevington, Graham
5360 Legacy Drive, Suite 300
Plano, TX 75024

Title President

Bevington, Graham
5360 Legacy Drive, Suite 300
Plano, TX 75024

Title Treasurer

Ciaramitaro, Paul
1146 North Alma School Road
Mesa, AZ 85201

Title Secretary

Hiscock, Gregory James
4000 Innovation Drive
Kanata, Ontario K2K 3K1 CA

Title Director

Hiscock, Gregory James
4000 Innovation Drive
Kanata, Ontario K2K 3K1 CA

Title VP

McAnuff, Colin
4000 Innovation Drive
Kanata, Ontario K2K 3K1 CA

Title Director

Ciaramitaro, Paul
7612 E. Wolf Canyon
Mesa, AZ 85207

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2021 | 04/25/2021 |
| 2022 | 05/05/2022 |
| 2023 | 02/25/2023 |

Document Images

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| 02/25/2023 – ANNUAL REPORT | View image in PDF format |
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| 04/25/2021 – ANNUAL REPORT | View image in PDF format |

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| 05/02/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2016 -- Reg. Agent Change | View image in PDF format |
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| 05/03/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2009 -- ANNUAL REPORT | View image in PDF format |
| 09/16/2008 -- Name Change | View image in PDF format |
| 05/02/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2007 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2004 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2003 -- Name Change | View image in PDF format |
| 02/14/2002 -- ANNUAL REPORT | View image in PDF format |
| 03/13/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2000 -- Foreign Profit | View image in PDF format |