

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/14/2020

Contract/Lease Control #: C20-2971-IT

Procurement#: PIGGYBACK AGREEMENT

Contract/Lease Type: AGREEMENT

Award To/Lessee: VAHALLA CORP, PARTNER OF MITEL BUSINESS SYSTEMS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/14/2020

Expiration Date: 04/11/2023

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

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4110-20
Procurement/Contractor/Lessee Name: Mikel Business Grant Funded: YES ___ NO X
Purpose: Pissyback Agent
Date/Term: 4-11-23
Department #: 0114
Account #: 541010
Amount: \$30,000.00
Department: IT Dept. Monitor Name: Broadway

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wafat Moon Date: 8-25-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-26-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-11-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Wednesday, August 26, 2020 11:00 AM
To: DeRita Mason
Subject: RE: Vahella/Mitel Piggyback Agreement

This is approved by Risk for insurance purposes (no insurance element on this agreement)

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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, August 26, 2020 10:01 AM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: Vahella/Mitel Piggyback Agreement

Good morning,

Please see updated piggyback agreement based on the change of ownership letter attached.

Thank you,

DeRita Mason



DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, September 11, 2020 1:18 PM
To: DeRita Mason
Cc: Denise Broadway; Lamar Stephens
Subject: RE: Mitel Piggyback Agreement-DBA Valhalla

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
[Kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, September 11, 2020 12:35 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Denise Broadway <dbroadway@myokaloosa.com>; Lamar Stephens <lstephens@myokaloosa.com>
Subject: FW: Mitel Piggyback Agreement-DBA Valhalla

Kerry,

I wanted to check the status of this review.

I sent you an email from Lamar earlier this week explaining the pay terms of the contract.

Thank you,

DeRita Mason



DeRita Mason



CONTRACT#: C20-2971-IT
VAHALLA CORP, PARTNER OF MITEL BUSINESS
SYSTEM, INC.
UNIFIED COMMUNICATIONS, CONTACT CENTER &
RELATED SERVICES AND EQUIPMENT
EXPIRES: 04/11/2023

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND
VAHALLA CORP, PARTNER OF MITEL BUSINESS
SYSTEMS, INC.**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Unified Communications, Contact Center, and Related Services, Equipment and Applications to/for Okaloosa County (the “Services”). Under the same terms and conditions as the agreement between Sourcewell and Valhalla Corp, partner of Mitel Business Systems, Inc. (“Contractor”), Contract Number 022719-MBS (the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference, with a date of expiration April 11, 2023 of Agreement resulted from a competitive procurement.

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. 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” or shall be substituted with “Okaloosa County, Florida”.

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

Agreed, accepted and consented to the 14 day of September, 2020.

VAHALLA CORP, PARTNER OF MITEL BUSINESS SYSTEMS, INC.:

David Giacobbe
Signature

BY: President

David Giacobbe
Print Name

OKALOOSA COUNTY, FLORIDA

BY: Faye Douglas
Digitally signed by Faye Douglas
Date: 2020.09.14 11:31:04 -05'00'

Faye Douglas, OMB Director



ATTACHMENT "A"
The Agreement



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 date: September 1st, 2020 – December 31st, 2021

Contract # ~~100~~ 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 (16) 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 (16) months

Pricing

\$30,000.00 Sixteen (16) month Support Agreement **(Mitel SWA not included)**

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).

Valhalla
Corp.

Business Communications
www.valhalla-inc.com

Phone: 877-874-3418 Fax: 802-748-5721 www.valhalla-inc.com

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).

4. Covered Equipment and Applications

Quantity	Unit of Measure	Description
1		All Mitel common control hardware

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 16 months (sixteen 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



Business Communications
www.valhalla-inc.com

Phone: 877-874-3418 Fax: 802-748-5721 www.valhalla-inc.com

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: 09/11/2020
Purchase Order Number: (If no Purchase Order is indicated, the Project # for this Statement of Work will be used.)	Contract Number: 100 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.

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Mitel Business Systems, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
7.16	Disclosure of any litigations	Mitel Business Systems, Inc. is a subsidiary of a larger company. MLN UK HoldCo., the parent of Mitel Business Systems, Inc., is a party to lawsuits in the normal course of business. MLN UK HoldCo. is a privately held company and as such Mitel considers disclosure of any litigation activity to be confidential to Mitel. Mitel is not agreeable to disclosing our litigation activities to Sourcewell.	Sourcewell accepts
8.10	Patent and copyright infringement	The indemnity is very broad. Mitel requests the indemnity be narrowed to those patents or copyrights registered in the US, Canada, and the European Union. Mitel is open to discussing coverage in other specific regions as may be identified by Sourcewell.	Sourcewell accepts

Proposer's Signature: *Lou McShane* Date: 2/20/19

Sourcewell's clarification on exceptions listed above:

**Contract Award
RFP #022719**



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

UNIFIED COMMUNICATIONS, CONTACT CENTER, AND RELATED SERVICES, EQUIPMENT, AND APPLICATIONS

In compliance with the Request for Proposal (RFP) for UNIFIED COMMUNICATIONS, CONTACT CENTER, AND RELATED SERVICES, EQUIPMENT, AND APPLICATIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Mitel Business Systems, Inc. Date: February 27, 2019

Company Address: .1146 N Alma School Rd

City: Mesa State: AZ Zip: 85201

CAGE Code/DUNS: MBSI CAGE Code: 4AK77; MBSI D&B: 61-399-3190

Contact Person: Sue Anders Title: Government Program Manager - Contract Sales

Authorized Signatur:  LOU McElwain
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 022719-MBS

Proposer's full legal name: Mitel Business Systems, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be April 11, 2019 and will expire on April 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
CDFD2A139D08489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42BBF817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 8, 2019

Sourcewell Contract # 022719-MBS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name MITEL BUSINESS SYSTEMS INC.

Authorized Signatory's Title Senior Vice President, Sales Americas

Lou McElwain
VENDOR AUTHORIZED SIGNATURE

Lou McElwain
(NAME PRINTED OR TYPED)

Executed on 4/9, 2019

Sourcewell Contract # 022719-MBS



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Mitel Business Systems, Inc.

Address: 1146 N. Alma School Rd.

City/State/Zip: Mesa, AZ 85201

Telephone Number: 347-923-7587

E-mail Address: lou.mcelwain@mitel.com

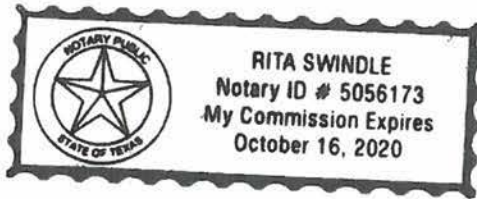
Authorized Signature: Lou McElwain

Authorized Name (printed): Lou McElwain

Title: SVP Americas, Sales

Date: 2/20/19

Notarized



Subscribed and sworn to before me this 20th day of February, 20 19

Notary Public in and for the County of Denton State of Tx

My commission expires: 10/16/20

Signature: Rita Swindle



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Mitel Business Systems, Inc.

Questionnaire completed by: Sue Anders

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Mitel payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

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 National Cooperative Leasing to provide flexible leasing options including 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 like non-appropriation of funds clauses and termination clauses to address and facilitate financing over multiple budget years. In addition we have an active partnership with Great America Leasing who has 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.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

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.

- Opportunity is identified and placed in Salesforce.
- Mitel authorized Sourcewell partner submits Government Activation Form for initial contract compliance.
- Partner is verified to be able to sell off Sourcewell Contract via selling agent agreement . At that time, 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.
- A quote is provided to the customer/partner only after the Sourcewell pricing has been verified by a member of our Vertical Sales Group (VSG)/Government Distributor team and the Sourcewell ordering instructions have been included.

- Partner provides contract compliant quote to customer/end user with Sourcewell contract number.
- In accordance with the contract, either the end-user or Authorized Sourcewell Selling Agent Channel Partner can issue a PO to Mitel's Government Order Desk (USGovernmentSales@mitel.com) or our authorized Government Distributor (ScanSource or Jenne).
- All government orders must reference the Mitel Sourcewell contract number and meet all the criteria provided on the Sourcewell ordering instructions before it will be processed.
- Government or Partner PO is held until the order passes all Sourcewell compliance review and approval.
- Once all approvals have been received, the order is processed, fulfilled, and shipped by either Mitel's direct Government Order Desk or the authorized Mitel Government Distributor.
- In the case of an end-user order that contains implementation labor, the customer is invoiced 100% upon completion and cutover. Once this occurs, the end-user signs a Delivery and Acceptance Certificate confirming the installation is complete and there are no outstanding issues.
- All Sourcewell orders are logged monthly to ensure that appropriate contract fees are paid, and sales reports are submitted on a quarterly basis.
- Government Distributor(s) will submit POS reports monthly to Mitel Government Contract Manager for contract quarterly sales reporting and payment of the Sourcewell administrative fee.
- Mitel will oversee all compliance and sales reports that will be reviewed for audit, and quarterly reports will be submitted to Sourcewell as required.

For a copy of our current Sourcewell Ordering Process for MiVoice Business, MiVoice Office, and MiVoice MX-ONE platforms, please refer to Attachment 5 – Sourcewell Ordering Process 2019 provided electronically on flash drive with our RFP response.

Our Authorized Channel Partners must sign a Sourcewell Selling Agent Agreement as an Addendum to their Mitel Authorized Partner Agreement before they can participate in utilizing the Sourcewell contract. After which, 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 signed the Sourcewell Selling Agent Agreement. This list is updated monthly and shared with our Government Order Desk and Government Distributor team.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Yes, Mitel does accept the P-card at no additional cost.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

For more details on Mitel's warranty program, please refer to Attachment 6 – Mitel Standard Warranty provided electronically on flash drive with our RFP response.

(a) Services Warranty - All work provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice.

(b) System Warranty - During the warranty period, Customer shall receive the following inclusions:

(i) Software Warranty - During the term of the manufacturer's warranty period, ninety (90) days from delivery, the software media will be free from defects in material and workmanship under normal use and the software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the software from operating substantially in accordance with the manufacturer's specifications, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, Mitel will in its sole discretion either replace the software or install a new release when made generally available or return the software to a prior release. Updates intended to fix problems or bugs as well as upgrades to software will be made available to Customer at no cost during the warranty period.

(ii) Hardware Warranty - During the term of the manufacturer's warranty period, twelve (12) months from date of delivery, 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 Customer under this hardware warranty is for Mitel, at its election, to repair, replace or modify the defective parts. Mitel may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty. Any part removed shall become the property of Mitel.

(c) Exceptions to the Warranty. Incremental support may be purchased through a support plan ("Support Plan"). The software and hardware warranties detailed under (i) and (ii) above shall become void if one of the following occurs: (i) the hardware and/or software (collectively, the "System") is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than Mitel or an authorized Mitel dealer; (ii) work is performed on the System by anyone not authorized by Mitel; (iii) 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; and should such an event happen, Customer shall be entitled to cure the breach by removal of such products within a reasonable period. The software and hardware warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, paper, printer ribbons, cabling or non-Mitel telephone sets.

- Do your warranties cover all products, parts, and labor?

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.

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 additional charge. Mitel software and hardware warranties become void if one of the following occurs:

- 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 a material term of the agreement.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Mitel has no usage limit restrictions.

- 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.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

Mitel can cover all geographical areas in the U.S., 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.

- 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 only for all third-party products. Warranty service for third-party products is carried by the manufacturer's warranty, which is generally 30-45 days.

- What is your proposed exchange and return programs and policies?

DOA/Bad-out-of-box replacements:

Can be processed within 90 days of the original order. If over 90 days, they should be sent to Mitel Repair to process, and require the following information:

- Part numbers and quantities.
- Serial numbers for all defective items.
- Descriptions of the problems for all defective items.
- Ship-to address for the replacements.

If more than three of the same part are defective, or if the defective part is a Controller, then a Mitel Tech Support Ticket needs to be created by the Mitel Partner, and sent along with the information above. Mitel pays overnight shipping for the replacement items. Mitel does not pay for shipping to return the defective items.

Returns/Change Orders:

Can be processed within 30 days of the original order without approval. If over 30 days, the approvals below are needed:

- Under \$10,000, approval from Sue Anders is required
- \$10,000 and above, approval from Barb Clarke is required

The following information is required:

- Reason for Return.
- Sales Order number and/or Purchase Order number from the original order.
- Part numbers and quantities of the items to be returned.
- Need to know if the items are still in the original/un-opened packaging.

Additional information:

- 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 allocated to an Application Record in the AMC. If they are, the Partner needs to work with the AMC group to have the licenses un-allocated from the Application Record before a return for credit can be done.
- A 20% re-stocking fee may be charged at the discretion of Mitel.

6) Describe any service contract options for the items included in your proposal.

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.

Maintenance Support Plans (Mitel premise solutions)

Mitel service agreements are available in a variety of packages (listed below) designed to accommodate the different levels needed by each customer. With your chosen service, Sourcewell will be able to call the Mitel service desk to report incidents within the terms of the agreement. Mitel will resolve the majority of incidents quickly and efficiently by remote access.

The individual support plans and their common included elements are outlined and described in more detail below.

Premium Plus/Full Support 24x7 Coverage:

- Hours of Coverage
 - 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite support for a Major Failure.
 - 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
 - Major Equipment Failure
 - 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.
 - 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
 - Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium Classic/Day Support 8x5 Coverage:

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

Premium System Coverage:

- Hours of Coverage
 - 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
 - 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.
- 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
 - 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.

Eight Enterprise Support Offerings:

Enterprise Support Description	Coverage Level	Remote Support	Onsite Support	System Parts Replacement	Phone Replace
Enterprise Support 8 x 5 Rem no HW	8x5	Yes	No	No	No
Enterprise Support 8x5 Rem HW	8x5	Yes	No	Yes	No
Enterprise Support 8x5 Rem Onsite no HW	8x5	Yes	Yes	No	No
Enterprise Support 8x5 Rem Onsite HW	8x5	Yes	Yes	Yes	No
Enterprise Support 24x7 Rem no HW	24x7	Yes	No	No	No
Enterprise Support 24x7 Rem HW	24x7	Yes	No	Yes	No
Enterprise Support 24x7 Rem Onsite no HW	24x7	Yes	Yes	No	No
Enterprise Support 24x7 Rem Onsite HW	24x7	Yes	Yes	Yes	No

MiCloud Connect Service Plans

MiCloud Connect offers six different service plans - Essentials, Premier, Elite, Courtesy, Telephony and Voicemail. These plans are designed to meet the needs of various types of users and rooms. Mitel recommends leading with the Essentials, Premier and Elite plans and then determining other telephony needs throughout the organization to recommend the best telephony plan(s) - Courtesy, Telephony and Voicemail. Here is a breakdown of each profile and use cases:

UCaaS Service Plans

Essentials: Includes all business telephony call handling features, plus advanced call and collaboration features such as instant messaging, SMS, presence, video calling, conferencing, web sharing and online meetings. Ideal for users who need collaboration tools and don't require any CRM integration.

Premier: Offers additional features for sales and service teams including expanded conferencing capacity, voicemail-to-text transcription and third-party integrations.

Elite: Increases conferencing and web sharing capacities and adds recording, archiving and operator features such as consultative transfers and conferences for advanced call handling capability.

Telephony Service Plans

Courtesy: Ideal for users who don't frequently use their phone as well as common areas such as lobby and conference rooms with call functionality and 200 minutes per month.

Telephony: Delivers call functionality with voicemail and unlimited minutes for users who don't need advanced call and collaboration features.

Voicemail: Provides users with inbound call functionality and a voicemail box.

MiCloud Connect Feature Comparison

Features cannot be added for an extra fee unless it's an a la carte option (see below). If a feature is not included with the service plan, the plan that includes that feature must be selected.

Note that these per-user profiles entitle the user to the services included in that profile. The actual provisioning of each service entitlement must be done through the BOSS portal before the user is enabled for that service.

FEATURE	ESSENTIALS	PREMIER	ELITE	COURTESY	TELEPHONY	VOICEMAIL
Direct Dial	*	*	*	*	*	
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited	200	Unlimited (2,000 min in UK & Aus)	Inbound Only
PBX Features	*	*	*	*	*	
Connect Portal	*	*	*	*	*	
Connect client	*	*	*			
Voicemail	*	*	*		*	*
Voicemail Email Notification (with or without WAV file)	*	*	*		*	*
Audio Conferencing	8-Party	25-Party	100-Party		3-Party (ad hoc)	
Desktop Sharing	4-Party	25-Party	100-Party			
Instant Messaging	*	*	*			
Presence	*	*	*			
Video Calling (peer to peer)	*	*	*			
Video Collaboration (multi-party)	8-Party	12-Party	24-Party			
Softphone	*	*	*			
Outlook / G Suite Integration	*	*	*			
Mobile Extension (Find Me, Follow Me)	*	*	*		*	
Mobile App	*	*	*			
Scribe (voicemail transcription)	\$5.99	*	*		\$5.99	\$5.99
Salesforce / CRM Integration	\$12.50 / \$10	*	*			
Telephony for Microsoft	*	*	*			
Teamwork / Business SMS	*	*	*			
On-Demand Call Recording	\$15	*	*		\$15	
Always-On Call Recording	\$15	\$15	*		\$15	
Archiving (IM, conference, call recording)	\$5	\$5	*			
Operator			*			
Fax	\$10	\$10	\$10		\$10	

MiCloud Connect Contact Center Service Plans

MiCloud Connect Contact Center service plans can be added to the following MiCloud Connect service plans: Essentials, Premier and Elite.

FEATURE	ESSENTIALS	STANDARD	ADVANCED	SUPERVISOR
IVR	•	•	•	•
Call Routing (time, date, DNIS, etc.)	•	•	•	•
Inbound Call	•	•	•	•
Personal Agent Queuing	•	•	•	•
Reporting	•	•	•	•
Skills-Based Routing		•	•	•
Agent Priority-Based Routing		•	•	•
Callbacks		•	•	•
Outbound Dialer		•	•	•
Multimedia Routing (emails & chat)			•	•
Agent & Queue Management				•
Silent Monitor, Coach, Barge-In				•
Agent Manager				•
Historical Reports				•
GCCS (Graphical Call Control Scripts)				•
Director				•
Event Feed API				•
UC Service Plan	Essentials	Essentials	Essentials	Premier
Call Recording	a la carte	a la carte	a la carte	
IVR Ports	a la carte	a la carte	a la carte	

Pricing, Delivery, Audits, and Administrative Fee

7) Populate the Product/Service Matrix below with the information related to your solution offerings. In completing the Matrix, use the following key:

Manufacturer (**M**) – the Proposer is the manufacturer and/or developer of the particular component or element.

Third Party (**3**) – a third party provides the component or element that is included in the solution.

Value-Added Reseller/Systems Integrator (**VS**) – the Proposer is a value-added reseller (VAR) or systems integrator (SI) that will ensure the solution’s various components are integrated to function as required.

Other (**O**) – the Proposer is not a manufacturer, or value-added reseller/systems integrator. Provide a brief description of the Proposer’s business model and structure. Indicate also if the solution component is premises-based (**P**), cloud-based (**C**), or a hybrid (**H**) implementation.

Product or Service	Response (M, 3, VS, O)	Premises (P)	Cloud (C)	Hybrid (H)
• UC Hardware	M	M	N/A	M
• UC Software with comprehensive complement of features and functions	M	M	M	M
○ Voice – Basic feature set	M	M	M	M
○ Voice – Enhanced feature set	M	M	M	M
○ Messaging	M	M	M	M
○ Collaboration and conferencing	M	M	M	M
○ Mobility	M	M	M	M
○ Mass notification	M	M	N/A	M
○ CTI	M	M	M & 3	M
• Data Networking Hardware	N/A	N/A	N/A	N/A
• Data Networking Software	N/A	N/A	N/A	N/A
• Trunking Facilities as part of the proposed solution	N/A	N/A	3	3
• Contact Center Hardware	O (x86 server)	O (x86 server)	O (x86 server)	O (x86 server)
• Contact Center Software	M	M	M & 3	M
○ ACD, routing	M	M	M & 3	M

○ Omnichannel	M	M	M	M
○ Analytics and reporting	M & 3	M & 3	M & 3	M & 3
○ Integration, CTI	M	M	M	M
○ Social media	3	3	3	3
○ IVR	M	M	M & 3	M

PRODUCT/SERVICE MATRIX

8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Mitel's proposed pricing model is based on a percentage discount from Mitel List Price (MLP) for our Unified Communications (UC) and Unified Communication as a Service (UCaaS) platforms. Our UC offering is a premise solution and our UCaaS offering is a cloud solution. Our proposed discount structure for each platform is provided below. Mitel is also offering our ClearSpan solution at established market prices.

Mitel configurations are developed in the Mitel CPQ pricing tool which is available to all Mitel Authorized Partners and Sourcewell Selling Agents and is required to be presented to Mitel Vertical Sales Team for pricing validation.

CPQ pricing configurations are generated from the Online Mitel CPQ quote tool which is available to all Sourcewell selling agents. The pricing model is based on discounts from MLP on a category basis.

Configurations for our UCaaS offerings are quoted in the Mitel Cloud Services (MCS) Quotes tool. This tool configures the solution for the opportunity into a quote. Once the quote is complete the sales team submits it to the Cloud Sales Support team to apply the Sourcewell discount.

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 to the member that they are receiving the appropriate pricing under the contract.

We have attached the current Mitel list price with the Categories, List price, and Sourcewell member price discounted according to the table below that demonstrates current and proposed discount models for Sourcewell members. Please refer to Attachment 7 – Mitel Sourcewell RFP#022719 Detailed Pricing provided electronically on flash drive with our RFP response.

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.

Unified Communications (UC)			
Current		Proposed	
Discount Category		Discount Category	
HW, HW-OEM	38.0%	HW, HW-OEM	40.0%
SW, SW-OEM	38.0%	SW, SW-OEM	40.0%
Applications	38.0%	Applications	40.0%
IP Endpoints	38.0%	IP Endpoints	40.0%
Services	14.0%	Services	15.0%
ND, MPP	0.0%	ND, MPP	0.0%

Unified Communications as a Service (UCaaS) (MiCloud Connect and MiCloud Flex)			
Current		Proposed	
Discount Category		Discount Category	
Service	12.0%	Service	20.0%

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

As Sourcewell's exclusive telecommunications vendor for more than nine (9) 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.

The matrix below summarizes Mitel's proposed discount schedule per platform applicable to our published list in this response.

Solution/Service	Proposed Discount
Unified Communications (UC)	40%
Unified Communications as a Service (UCaaS)	20%
Services	15%
ND, MPP	0%

Third party components will be quoted based on a mutually agreed discount.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) 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.

12) 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 compliment 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 compliment 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.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like 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.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Mitel does not normally charge freight to Sourcewell customers who place orders directly with Mitel, unless overnight shipping is required. Travel expense is rarely required; however, if incurred Mitel would bill the Sourcewell customer the associated travel cost.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Mitel treats all 50 states (nationwide) with the same shipping, global return, and exchange policy and program. We do not charge extra for Alaska, Hawaii, or offshore delivery. Travel expense is rarely required; however, if incurred Mitel would bill the Sourcewell customer the associated travel cost.

- 16) 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. Sourcewell members can manage their own licenses or share their records with Partners who can assist them. The AMC allows the customer to take advantage of Mitel's flexible licensing model directly.

- 17) Please 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 Members 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.

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:

- Pre-sales pricing review and quote validation by Mitel Vertical Sales Group (VSG) and the Government Distribution partners.
- Quote comparison to order by Order Processing team (must match)
- Order contract compliance approval by VSG management and Contract Management.
- Order pricing compliance approval by Contract Management and Mitel Finance.

Mitel Internal Audit conducts quarterly and annual reviews on all government order processing activity in addition to verify compliance. On a monthly basis Mitel aggregates Sourcewell transactions to consolidate and submit our quarterly sales report and administrative fee.

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.

Further detail for the entire order and reporting compliance process is available in the response to Form P, question #3.

Each Mitel employee is responsible to make sure that government requirements are met and that all government regulations are being followed. Some examples of these requirements include:

- 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.

- 18) 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 RFP Section 6.29 and following for details.)

Mitel will pay Sourcewell a 2% administrative fee of end-user PO for Mitel hardware and software, typically reported and paid on a quarterly basis.

Industry-Specific Questions

- 19) Describe time in market and development of your proposed solution(s).

Mitel has been in business for nearly 50 years providing telecommunications, Private branch Exchange (PBX) Voice over IP and Unified Communications (UC) solutions.

The existing portfolio is a combination of internally developed and systems brought in house through mergers and acquisitions. Where Mitel's own extensive portfolio of solutions does not meet a customer's needs Mitel OEMs best in class solutions.

As of time of responding Mitel's plan is to move forward with all existing call control platforms including onsite solutions such as MiVoice Connect, MiVoice Business, MiVoice MX-ONE and MiVoice Office 250 as well as Mitel's cloud solutions such as MiCloud Connect and MiCloud Flex.

Typically, a call control platform or application has 1 or 2 major releases in a year with minor maintenance releases occurring typically on a quarterly basis. In the event of a problem being discovered that has major impact for a customer(s) a software patch may be provided outside of the normal release schedule. It will then be integrated into the standard release schedule.

Mitel's longer-term strategies include providing cloud applications through CloudLink to enhance customer experience for all of these platforms so that existing Mitel customers can add newly developed and yet to be developed applications to their existing Mitel solution be they an onsite or cloud customer.

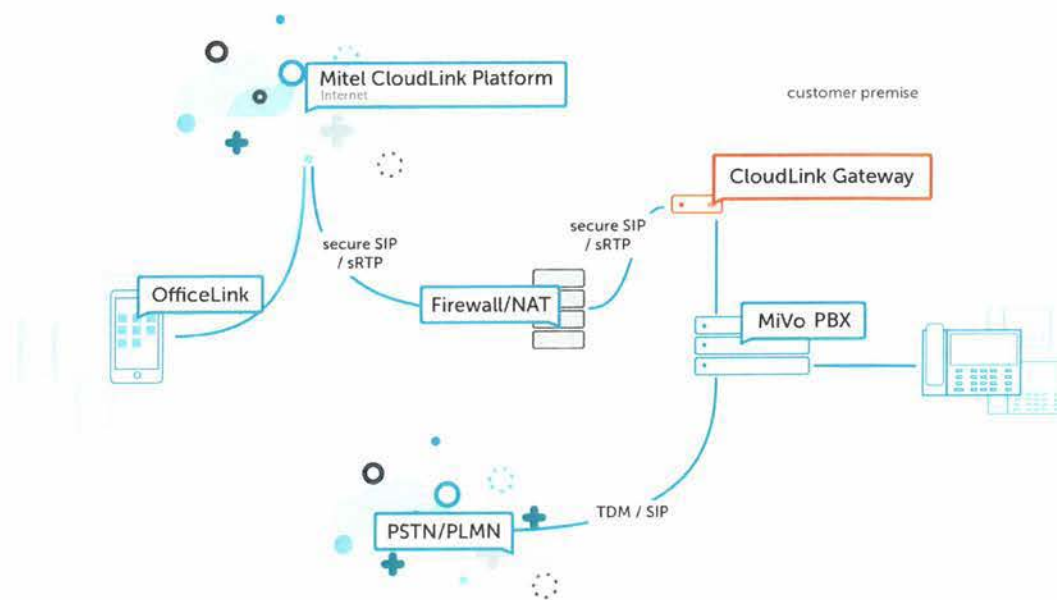
20) Provide a brief roadmap for the development and remaining product life cycles for any premises and/or cloud-based solutions.

As of time of responding Mitel's plan is to move forward with all existing call control platforms including the onsite solutions: MiVoice Connect, MiVoice Business, MiVoice MX-ONE, and MiVoice Office 250; as well as Mitel's cloud solutions: MiCloud Connect and MiCloud Flex. There are no plans to retire any of these products and solutions.

Mitel call control platform and applications typically have 1 or 2 major releases in a year with minor releases occurring typically on a quarterly basis. For example, MiVoice Business 9.1 (a major release) is currently scheduled to be released in the July 2019 time frame and plans (subject to change) include the ability to "containerize" the application and add multicasting support for paging. One of Mitel's R&D goals for 2019 is for all Mitel applications to be able to be containerized to allow for deployment in public or private cloud models as desired by the customer.

Mitel also continues to invest in existing physical and virtual server and appliance architectures with the recent 3300 EX and GX controllers becoming available on the MiVoice Business and MX-One respectively. The goal is to allow customers to use Mitel applications in the customer's desired infrastructure be it onsite, private cloud, public cloud, or a mix of deployments.

Mitel's strategy and roadmap includes providing cloud applications for all these platforms so that Mitel customers can add newly developed and yet to be developed cloud applications to their Mitel solution be they onsite or cloud. Mitel CloudLink is the platform that enables communications between an on-premise MiVoice Office PBX and cloud-based applications.



Mitel CloudLink is a technology enabler that provides this capability with a secured connection from the existing Mitel solution to cloud-based micro service designed applications running in Amazon Web Services cloud for example. Mitel OfficeLink for the MiVoice Office 250 is Mitel's first application designed to make use of this technology with Mitel Teamwork (including SMS integration) followed and Mitel's roadmap includes multiple other technology enablers to come.

MiCloud Flex hosted Unified Communications cloud offer is built upon the same software as the MiVoice Business solution. As a cloud solution, no appliances or additional onsite hardware is required or used. Customers can create hybrid networks of onsite and cloud if desired.

MiCloud Connect has a quarterly release strategy whereby major updates are part of each planned software release. Through each development cycle, unique Service Packs may be deployed as needed.

The MiCloud Connect platform provides a complete UCaaS solution delivering voice via IP Phones, Legacy Phones (through ATAs), Mobile Clients, Desktop Clients and Browser-based web clients. Embedded tools deliver the ability for users to collaborate and communicate including via Instant Messaging and video.

Current plans for MiCloud Connect include compliance for both HIPAA (Health) and SOC2 (Financial). This release enhances the platform's level of security, network segmentation, disaster recovery and data encryption. Through this network and software development, Mitel increased the speed of deployment, automation, monitoring and standardization to benefit all MiCloud Connect customers – not just those in need of HIPAA and SOC2 compliance. Additionally, Mitel is enhancing the experience with the flagship 6900-series phones for group office environments.

MiCloud Connect uses Teamwork to provide employees access to virtual workspaces to message, share documents, create and assign milestone tasks while conducting meetings at any time. Mitel recently enhanced the messaging capabilities of the Teamwork platform with the ability to send and receive text messages (Business SMS) to contacts outside of the Mitel platform.

Mitel continues to enhance its soft-client communications and is currently developing an application embedded into industry wide Customer Relationship Management (CRM) tools to deliver enhanced voice and collaborative communications between client contacts and the end user.

Future releases of MiCloud Connect are planned to include enhancements to the user interface as well as video conferencing and collaboration tools for end users. The MiCloud Connect RoadMap is continuously being updated as each milestone release is reached.

21) How do you enable Member migrations/upgrades over time?

- Describe hardware and software upgrade strategies.
- How do you “future proof” Members’ solutions?

Mitel has a long and successful history of migrating customers forward. Firstly, wherever possible existing hardware is reutilized for many years with, for example, memory upgrades if needed. Once a hardware appliance reaches a point of not being able to be supported a migration plan is provided.

For example, customers that have MiVoice Office 250 can track their migration back to the former Intertel Axxess product, the MiVoice Business heritage can be traced to the SX-2000 and MX-ONE back to the Ericsson MD110. All of these customers have been able to successfully migrate forward with Mitel for decades.

For many customers the most expensive part of a UC solution is often the endpoints i.e. the phones. Mitel's 6900 series IP phones are supported across all of the call controls that Mitel is responding with allowing a customer to migrate from one Mitel platform to another, onsite and cloud, while maintaining their investment in their Mitel endpoints.

With the advent of server based and virtualized solutions this is becoming less of a concern. For example, with virtualized solution if a new release requires additional memory or CPU then the virtual appliance is simply provided the resources and so a customer no longer has the same hardware reliance that was once part of their IT strategy.

And Mitel is taking this a stage further with plans in 2019 to containerize call controls and applications and have them run in serverless cloud architectures such as Amazon Web Services (AWS) and Google Cloud

Platform (GCP). At which point no dedicated hardware resources are needed and the Mitel applications and call control are no longer tied to hardware at all if a customer requires.

22) Describe the types of hardware and platforms upon which your UC and CC solutions work?

Mitel has several hardware appliances designed for the specific call controls being used.

MiVoice Office 250

MiVoice Office 250 is built on a scalable digital – IP platform that combines the best of both IP and traditional TDM switching architectures. MiVoice Office 250 uses a software and hardware platform that combines the best of data networking and TDM switching architectures. It supports MiVoice Digital and IP telephones, IP networking for up to 99 sites and is designed to be customized with add-on modules & processors, all in a form factor that is optimized for shelf-top, rack-mount and wall-mount scenarios.



MiVoice Office 250 Controller

Through its unique combination of rich communications software, hybrid architecture and in-the-skin (& external) modules the MiVoice Office 250 can easily grow with your business – up to 250 users on a single communications solution.

MiVoice Office 250 offers businesses a complete suite of out-of-the-box business productivity applications, which include Unified Voice Messaging with Automated Attendant, Meet-Me Conferencing, Automatic Call Distribution, Hot Desking, Mobile Twinning, Mobile Hand Off, Teleworking, and Reporting.

Surrounding applications can be combined with the Office 350 on physical or virtual servers for added functionality as well as the cloud based OfficeLink application.

MiContact Center Office

MiContact Center Office is a solution for contact centers or workgroups with up to 100 agents on the MiVoice Office 250 platform. Designed to help small to medium businesses exceed customer expectations, MiContact Center Office provides efficient monitoring, managing and routing of calls. By empowering agents with informative screen pops and Personal Information Manager (PIM) integration, it's never been easier to fuel helpful, intelligent interactions that give your customers an exceptional experience, every time. Leverage MiContact Center Office's real-time business intelligence insights on call performance and agent activity to ensure you're putting your best foot forward in every customer interaction.



Benefits include

- Routing capabilities to connect your customers with the right person, on the first try, every time.
- Agent productivity tools, such as screen pops with PIM integration, to enhance call management for both agents and supervisors.
- Historical and real-time management reporting and call recording capabilities for valuable business insights and regulatory compliance.
- Optional intelligent router and media blending modules provide the flexibility to address more advanced requirements.

MiVoice Connect

MiVoice Connect delivers an intuitive user experience, business continuity, and simple management. Its robust feature set is easy to use and navigate, eliminating the need for IT. Plus, training and support can be accessed directly through the UI or Mitel Connect IP phone. MiVoice Connect's distributed architecture assures uptime and reliability to ensure your critical system is always running at top performance.

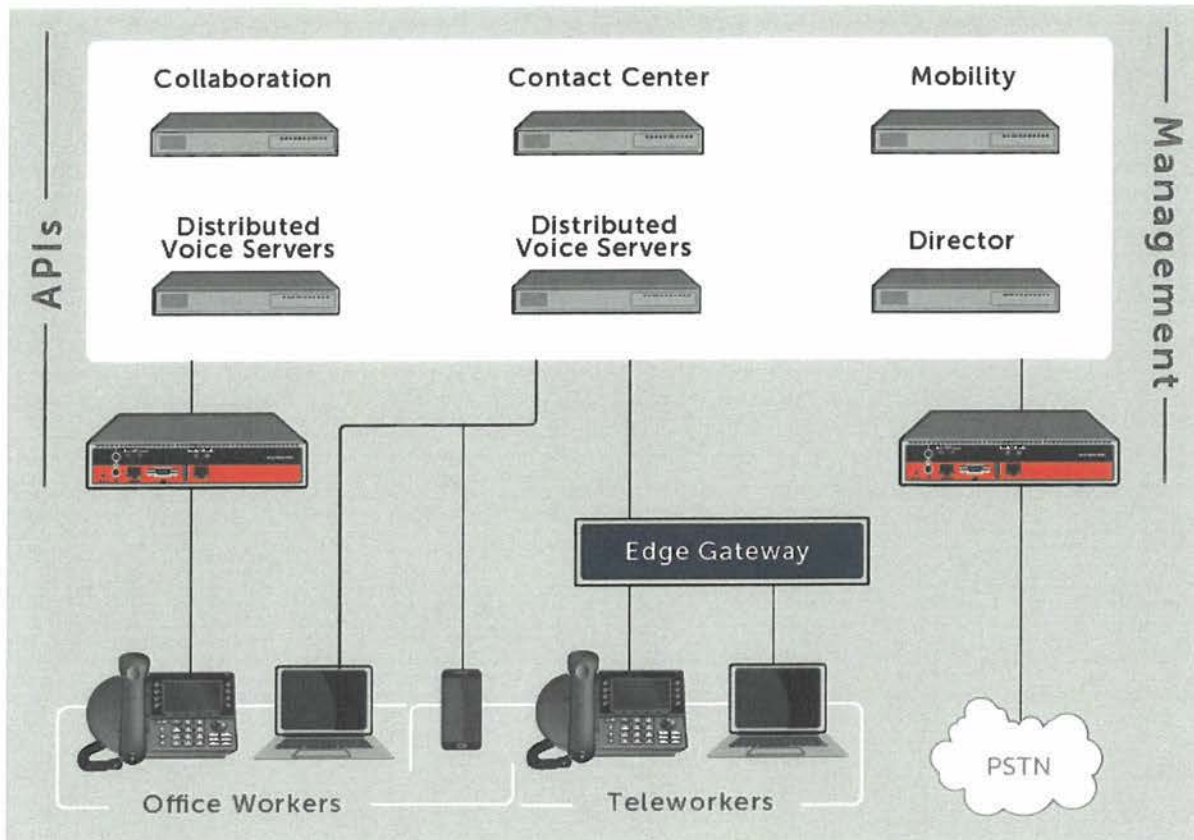
MiVoice Connect typically features a central deployment of Mitel Connect ST series voice switches. The voice switches are flash-based appliances that provide the connection between your local telephone companies and your IP network. Mitel Connect switches handle call control intelligence, including routing tables and database. They're available for SIP, PRI, or analog trunking in either solid-state hardware, or virtualized form running on x86 server(s).



Mitel ST Switch

The ST series switches feature two-stage upgrades, built-in conference ports, 500-port IP switches and USB ports for extended logging.

Your switch installation is supported by a single application server. No matter how large or spread out your operations may be, one server may be all you ever need for your entire Mitel Connect system. On that server, you'll run Mitel's best-in-class network administration software, Connect Director, and the Connect desktop app. To provision additional locations, simply add a voice switch to handle the number of phones needed at the new location. MiVoice Connect uses peer-to-peer connectivity to distribute your system's intelligence across all the installed devices. This enables multi-site phone systems to work like a single system, managed by a simple Web interface. This "single image" architecture makes even huge deployments unbelievably easy to set up and maintain.



The Mitel Connect Edge Gateway improves access to the MiVoice Connect system for remote workers. With the Mitel Connect Edge Gateway, there is no need for off-site users to launch a VPN to use Mitel Connect IP phones.

MiVoice Business

Mitel MiVoice Business provides businesses of all sizes with a scalable, feature-rich communications system using a single stream of software. MiVoice Business is designed to meet the needs of businesses that have from 5 to 130,000 users, whether they are single-site deployments or multi-site networks that span many countries. MiVoice Business is a modular, scalable system that runs on the following hardware platforms:

- Mitel 3300 ICP controllers, including MXe III, CX II, CXi II, AX, and EX
- Industry standard servers from (for example) Oracle®, HP®, IBM®, and Dell®
- VMware® vSphere™ and Microsoft® Hyper V™ virtualization platforms

Deploying MiVoice Business on the above-mentioned platforms enables customers to meet current requirements and invest in a system that can grow with them as their business expands. The core call control features are the same regardless of the hardware platform, and functionality (such as trunk support) can be provided through field-installed modules for some platforms. This hardware commonality ensures that as a business grows most of a customer's investment is protected when a controller chassis is upgraded. The family of Mitel 3300 ICP Controllers provides the flexibility to deploy the Mitel MiVoice Business software in many environments – as a full IP-PBX with all services, trunks, and legacy connections integrated; as a media gateway for larger networks; or as a connection to legacy services for those choosing to run the MiVoice Business software on virtual or physical servers, or as the enterprise edge for centralized networks that require survivable solutions for their remote sites.



Mitel 3300 ICP EX Controller

Mitel 3300 Controllers are specifically designed hardware platforms on which MiVoice Business can reside. Mitel 3300 Controllers are available in several variants – CX II / CXi II, MXe III, EX and AX – with each offering unique capabilities to address a wide range of business needs.



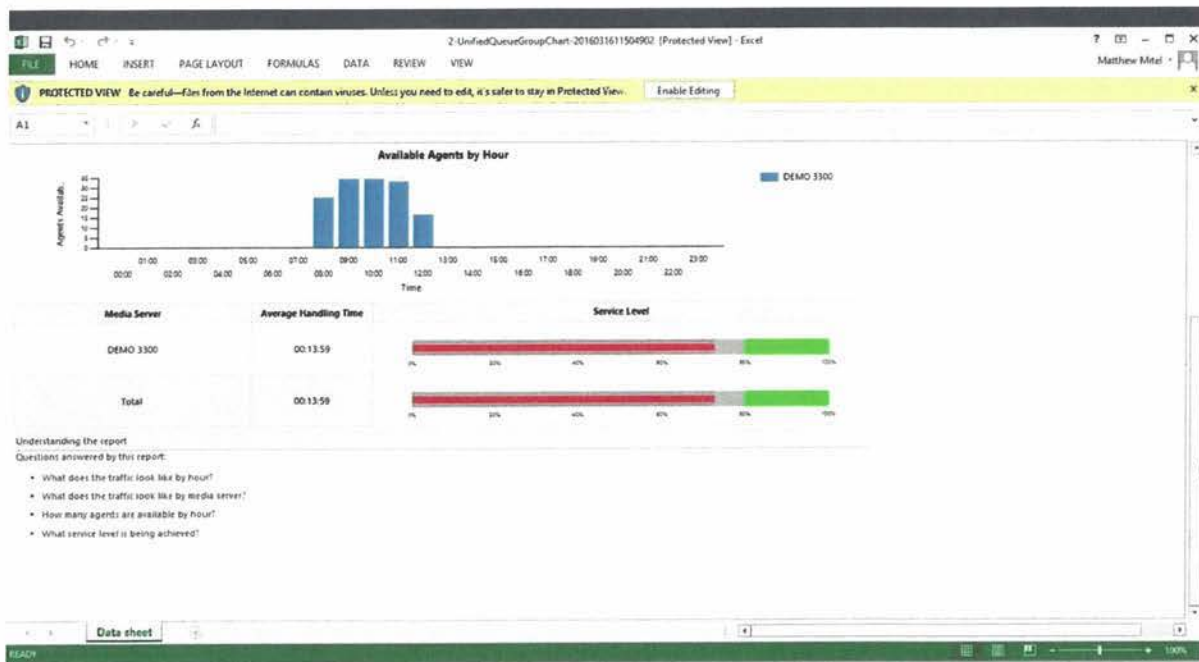
Mitel 3300 ICP MXe III Controller

MiContact Center Business (for MiVoice Business, MiCloud Flex)

Mitel's core contact center solution for the MiVoice Business platform is MiContact Center Business. MiContact Center Business is a sophisticated customer experience platform designed specifically to work with the MiVoice Business platform to help businesses of all sizes serve their customers while improving

agent productivity and customer satisfaction, increasing revenues and controlling operating costs, and simplifying IT management.

All MiContact Center Business solutions are IP based, enabling customers to manage their contact centers from anywhere, anytime with an Internet connection. MiContact Center Business can be deployed on physical or virtual servers.



MiContact Center Business provides customers the freedom to engage with their customers on their preferred device and provides consistent customer experience across all media types, throughout the entire customer journey (e.g. email, web chat, SMS, social media etc.). Leading to an increase in customer satisfaction (CSAT) scores, improved first contact resolution (FCR) rates and lower customer effort scores (CES).

On the roadmap for 2019 is for MiContact Center Business to be made available for MiVoice Connect Customers.

MiVoice MX-ONE

Mitel's MiVoice MX-ONE is a comprehensive and fully integrated communications solution for medium- to large-sized business and enterprise demands. It can be deployed on premises or in the cloud to deliver feature-rich Unified Communications and Collaboration (UCC) capabilities that enable faster, more effective business communications the MX-ONE solution enjoys a history of offering unparalleled investment protection to an impressive installed base of more than 60,000 customers in over 100 countries. With the capability for strong redundancy and high-availability, the MX-ONE can scale from a few hundred users to over 500,000 users on a single system.

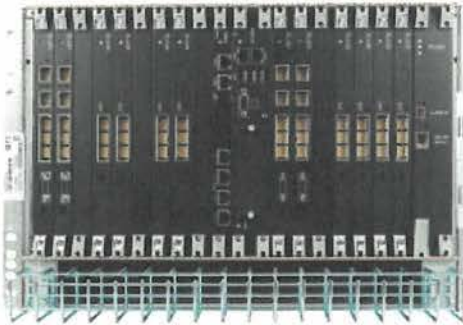
MiVoice MX-ONE consists of three basic components the MiVoice MX-ONE Service Node, the MiVoice MX-ONE Media Gateway / Media Server and MiVoice MX-ONE Management Suite. The MiVoice MX-ONE Service Node is the heart of the MiVoice MX-ONE solution. The high-capacity MX-ONE Service Node call server software—either virtualized or running on a standard server platform—can handle up to 15,000 SIP users and 15 media gateways in a single server configuration. Multiple MX-ONE Service Nodes and media gateways can be combined to form a single logical system and deployed either as a large centralized system or as a distributed system with many servers and media gateways spread over a geographically dispersed area.



MX-ONE 1U



MX-ONE Lite



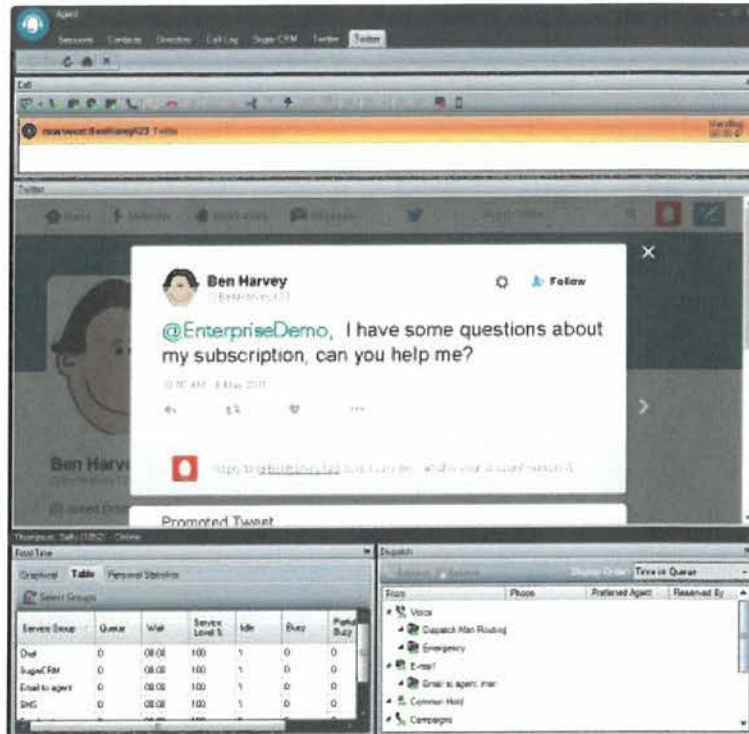
MX-ONE Classic

MX-ONE Gateways

The MX-ONE 1U chassis is the choice for pure IP environments. There is also room for additional analog and a PRI connection. The MX-ONE 3U chassis, more suitable for IP environments and branch office scenarios with the space for up to five TDM boards. The MX-ONE Classic 7U chassis, fitted targets mainly mixed environments with space for up to 16 TDM legacy boards.

MiContact Center Enterprise (for MX-ONE)

MiContact Center Enterprise is an all-in-one, adaptive and flexible platform for Unified Communications, mobility, contact center, business process automation, analytics and reporting as well as service and database integration. Mitel continues to build on supporting customers to transform their telephone oriented call center to a true, two-way, multi-modal interaction hub providing even more choices of interaction methods by implementing additional multi-channel access capabilities, including enhanced e-mail and chat routing options.



- Expandable up to 1,500 agents on a single system
- Single virtual solution for up to 10 networked MiContact Center Enterprise systems
- Mobile applications improve staff flexibility and productivity
- Embrace all communication channels including voice email, fax, SMS, chat, Social Media
- Skills-based routing provides customer answers fast
- All channels can be handed off to supervisor or subject matter expert
- Supervisor overview of all interactions Available in Lite, SME Multimedia and full Multimedia versions
- Low total cost of ownership – easy to deploy, use and manage

MiCloud Connect

MiCloud Connect is Mitel's multi-tenanted cloud based Unified Communications as a Service (UCaaS) offer built upon the same software as the MiVoice Connect solution. As a cloud UCaaS solution no appliances or additional onsite hardware is required or used.

MiCloud Connect lets you move communications and collaboration to the cloud with confidence. Featuring collaboration to make teams more productive, enhanced customer experience tools, global presence and improved business intelligence with integrations, you can connect your business communications in the cloud. MiCloud Connect is architected with enterprise-class security measures and redundancy at network, infrastructure and application layers to maximize uptime and scalability. In addition, cloud phone services are backed by Mitel's cloud Service Level Agreement (SLA) for added reassurance.

Customers can create hybrid networks of onsite and cloud if desired. 2019 roadmap includes the ability to host MiCloud Connect in Google Cloud Platform.

MiCloud Flex

MiCloud Flex is Mitel's single-instance solution. Each customer has their own dedicated virtualized applications running in VMware on their own dedicated isolated VLAN with all the benefits of the VMware availability tool set and optionally dual diverse data centers. MiCloud Flex hosted Unified Communications cloud offer is built upon the same software as the MiVoice Business solution. As a cloud solution no appliances or additional onsite hardware is required or used. Customers can create hybrid networks of onsite and cloud if desired.

23) Describe the primary partners with whom you proposed UC and contact center solutions.

- Do they have specific areas or vertical markets of expertise, particularly those in which Sourcewell Members are active?

Mitel's large portfolio of solutions allows Mitel to have solutions for just about every vertical including, but Mitel is the manufacturer of our UC portfolio of solutions. We maintain an OEM arrangement with Xmedia (fka AVST) for our MiCAM product to address very large, robust voice mail solutions for our larger public sector customers. We continue to actively seek partners whose solutions compliment, enhance and augment our core offerings.

Mitel's large portfolio of solutions allows Mitel to have solutions for just about every vertical including, but not limited to, public sector, local government, state government, education, health care, manufacturing, tourism and hospitality, retail, non-profit organizations, and many more. Mitel has a solution to cover most anyone.

- Describe options for Day 2 and after support and operations.

Mitel Professional Services and Mitel Authorized Partners offer a range of Support Plans to meet the support needs of our customers. Mitel offers optional Day 2 support plans available on an 8 to 5 Weekday (Day Support) basis or uplift to 24X7 support (Full Support). Customers can opt for core equipment coverage only or cover their IP endpoints as well. The Mitel TotalSolution program includes 24X7 Support for the term of the agreement. Additionally expedited parts replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased.

24) For cloud based solutions:

- What are the typical network connectivity configuration(s)?
- Do you offer "single instance" and/or "multitenant" solutions?

MiCloud Connect is Mitel's multi-tenanted solution. Customers using MiCloud Connect are typically connected "over the top" across the Internet through Customer Premise Equipment (CPE) to ensure appropriate routing to the MiCloud Connect Data Centers. MiCloud Connect lets you move communications and collaboration to the cloud with confidence. Featuring collaboration to make teams more productive, enhanced customer experience tools, global presence and improved business intelligence with integrations, you can connect your business communications in the cloud. MiCloud Connect is architected with enterprise-class security measures and redundancy at network, infrastructure and application layers to maximize uptime and scalability. In addition, cloud phone services are backed by Mitel's cloud Service Level Agreement (SLA) for added reassurance.

MiCloud Flex is Mitel's single-instance solution. Each customer has their own dedicated virtualized applications running in their own dedicated isolated VLAN with all the benefits of the VMware availability tool set and optionally dual diverse data centers. Customers can be deployed using SD-WAN, MPLS or over the top Internet. With MiCloud Flex you can bring unified, mission-critical communications into the cloud for increased efficiency, simplicity and mobility. Designed for large enterprises and other companies

that require a rich unified communications (UC) environment, MiCloud Flex delivers the highest levels of performance, reliability and security through our global, mobile cloud.

Typically both solutions are delivered over IP. They can use the customer's existing Internet connection or can be delivered over a separately provided solution (MPLS, Ethernet, etc.).

25) What is the approximate percentage of premises versus cloud installations?

The approximate percentage of premise vs. cloud installations is 22% cloud, 78% premise.

Mitel has more than 70 million total active users globally (UC and UCaaS), with approximately 1.3 million on UCaaS solutions and more than three million on hybrid and/or private cloud solutions.

26) Describe security and redundancy for your cloud-based solutions.

Mitel cloud solutions are deployed in tier 3+ data centers providing 24x7 x365 physical security guards. The data centers provide:

Key Features of the Data Center

- Infrastructure and physical security standards support HIPAA compliance
- Data Center Certifications Include : ISO 27001, PCI DSS, SOC 1 Type 2 and SOC 2 Type 2, ENERGY STAR and LEED Gold
- Operations 24x7x365 remote hands
- Environment and power 100% uptime SLA, and six 9s (99.9999%) historical portfolio uptime

Data Center Connectivity

- Diverse fiber points of entry
- Redundant high-speed IP connectivity
- Carrier-neutral access to over 100 networks and services

Data Center Power

- Two diverse DVP substations
- Generators with N+1 redundancy
- Fuel: 24 hours, on-site
- High-efficiency UPS systems
- UPS/PDU/RPP with N, N+1, 2N redundancy

Data Center Cooling

- Variable speed CRAHs and ultrasonic humidification
- Smart chillers with evaporative condensing units for air- and water-side economization
- Water: Dual water sources backed by on-site wells
- N+1 campus cooling towers and chiller plant
- N+1 in-room AHU

- Water-side economization

Data Center Security

- Key cards and biometric scanners
- Double mantrap entries
- Controlled site access Cameras
- Perimeter and interior IP-DVR Security Officers
- 24x7x365 in-house staffed

Data Center Fire Protection

- Dual-interlock pre-action dry-pipe sprinkler system
- N+1 cooling system, dual-interlock, dry-pipe pre-action fire suppression system with VESDA

With all UC and VoIP solutions the primary security concerns can be summarized as follows:

- Confidentiality: The need to protect transmissions, whether for voice-streaming or data services, to prevent eavesdropping or interception of conversations, call control signaling or passwords.
- Integrity: The need to ensure that information is not modified by unauthorized users and to unequivocally prove a user or application is authorized to perform the task / function they are requesting, be it a voice call or a configuration change.
- Availability: The need to ensure the operation of the communication at all times.

Mitel MiCloud solutions support these capabilities.

With Mitel MiCloud solutions all IP Telephony devices and applications are reliant on the hosted call control for call establishment, tear down, transfer, etc. The MiCloud call control must authenticate the device prior to providing it with service.

With MiCloud Flex Mitel implements phone authentication that requires a unique association of device MAC addresses, Mitel set type and IP and user-entered PIN registration numbers to register with the call control. All communications are communicated across a TLS encrypted channel. Additionally, desktop software downloads are digitally signed. With MiCloud Connect IP devices require a username and password combination. Mitel recommends that strong username / password combinations are used over Transport Layer Security (TLS) encrypted SIP.

Mitel also provides the option to use 802.1X authentication for Desk phones which offers support for:

- Protected Extensible Authentication Protocol (PEAPv0-MSCHAPv2)
- Extensible Authentication Protocol (EAP) using EAP-MD5 challenge authentication.

Prior to being able to make a call a device must be authenticated and registered to do so as above. Assuming the device is registered successfully the call control then determines if a device is authorized to use a feature based on the device's programming (e.g. Class of Service) or make a given call based upon its dialing privileges (e.g. Class of Restriction). This authentication decision to allow or bar a call or use a feature is invoked each time a user uses their device. Signaling between MiCloud and a Mitel IP phone uses Transport Layer Security (TLS) encrypted signaling.

With MiCloud solutions voice media packets are also encrypted by default using Secure Real Time Protocol (SRTP). By default, with Mitel IP phones, the media path encryption is accomplished with Secure Real Time Transport Protocol (SRTP) using 128-bit Advanced Encryption Standard (AES). SRTP requires

consistent end-to-end encrypted media negotiations; therefore, every component that negotiates SRTP must comply with RFC 4568.

In 2019 MiCloud Connect, the multi tenanted cloud UCaaS solution will be deployed in Google Cloud Platform (GCP). While Mitel already encrypts data in transit (128 bits AES SRTP and TLS signaling) with MiCloud Connect GCP provides additional levels of security including data at rest encryption using up to 256 bit AES cipher. MiCloud Connect will be SOC 2 and HIPAA compliant when deployed in GCP.

MiCloud Flex also encrypts all data in transit (128-bit AES SRTP and TLS 1.2 signaling) by default and as a virtualized service the Storage Area Network (SAN) is optionally encrypted with 256 bit AES as well. MiCloud Flex is independently certified as being HIPAA and SOC 2 compliant with plans afoot to become PCI certified in 2019.

27) Describe a typical implementation project from design, implementation, and operations and support aspects.

Mitel implementations follow a clear scope defined in a mutually agreeable Statement of Work, regardless of whether Mitel or a Mitel Authorized Partner is performing the implementation. While Mitel cannot provide details on implementations managed by a Mitel Partner, rest assured that the Mitel Authorized Partner will provide skilled specialists certified in Mitel products to implement your new Mitel systems and applications. Should Mitel perform the implementation, a typical implementation project is described below at a high level.

Mitel has a proven history of implementing communications solutions of all sizes and levels of complexity. Likewise, the Mitel engineers assigned to your project will have the familiarity, confidence and competence to install your solution properly and efficiently.

Skilled Mitel specialists will install your new Mitel systems and applications or assist where technology gaps or staff shortages may be affecting a timely and successful project deployment. Depending on your needs, they can assist remotely or be on site hourly, daily, weekly or longer.

In each deployment, Mitel builds a system that includes flexibility for change, assurance of a proper installation, an optimized system configuration to minimize the effect of failure and guarantee service ability, and rapid repair capabilities.

Mitel uses a five-phase process for all projects initiated through Mitel Professional Services. These phases are summarized for you below.

Project Initiation

Defines and authorizes a project or project phase

- team assignment
- document verification
- sales meeting

Documents used for the initiation of a project:



Standard meetings needed for this project phase:

- internal sales kick-off
- internal team kick-off
- customer introduction call

Project Planning

Defines or refines objectives as well as the course of action required to attain the objectives and scope for which the project was undertaken.

- project or simple – Matrix or MS Project
- website creation
- team assigned
- technical and customer kick-off meetings
- telecommunications vendor verification
- enterprise planning
- project plan created

Documents used for the planning of a project:

- Internal Kick-Off Agenda
- Standard Minutes
- Customer Kick-Off Meeting Agenda
- Project Plan
- Project Matrix Critical Path
- MS Project WBS Critical Path

Standard meetings needed for this project phase:

- customer kick-off
- customer technical

Project Execution

Integrates people and other resources to carry out the project management plan:

- weekly customer status meeting
- weekly technical meeting (internal)
- change management
- infrastructure and networking validation
- telecommunications vendor verification
- equipment tracking
- performance testing
- go/no-go meeting

Project planning documents:

- Weekly Technical Meeting Agenda
- Weekly Customer Status Meeting Agenda
- Go/No-Go Agenda
- Standard Minutes

Standard meetings:

- weekly internal
- customer weekly status
- go/no-go

Project Control

Regularly measures and monitors progress to identify variances from the project plan so corrective action can be taken when necessary to meet project objectives.

- change requests
- project performance
- scope management
- deliverables
- action

If the Customer determines that the job is to proceed, Mitel will begin with the following activities:

- pre-cut meeting
- cut technical meeting
- activity reporting
- PM call – cut day
- post-cut meetings
- D&A and service verification

Project planning documents:

- Pre-cut Agenda
- Post-cut Meeting Agenda
- Project Activity Report
- Punch List
- Standard Minutes

Standard meetings:

- pre-cutover
- cutover call
- post cutover

Project Close

At this phase is formal acceptance of product, service or results. It brings the project to an orderly end.

Final project meetings include the following:

- release for resources from project
- review of project quality
- PTE complete
- lessons learned
- customer quality
- archive project

Project planning documents:

- Project Close Agenda
- Project Close Lessons Learned & Project Close Minutes

Standard meeting:

- project close

28) What is the primary growth area(s) for your solutions?

Mitel's growth is coming through increased market share of both onsite and cloud solutions. Growth is both organic and through acquisition.

Contact centers in particular are a growth target as customers move through the digital transformation that is upon businesses.

29) How do your solutions “fit” within the Internet of Things (IOT)?

Mitel works with leading IOT vendors to “Give Machines a Voice” by linking the IOT devices through middleware into workflows. These workflows can then be integrated into contact centers or other applications through the open APIs that Mitel provides to escalate to humans as and when needed.

For more information, please refer to Attachment 8 – Giving machines a voice in hospitality whitepaper provided electronically on flash drive with our RFP response.

30) Please describe any other benefits, services, products, or differentiating factors about your solution(s).

Mitel provides options for cloud solutions – MiCloud Flex, MiCloud Connect, and CloudLink. Customers can obtain a seamless and reliable communications and collaboration solution with Call control, screen sharing, video conferencing, Instant Messaging, team collaboration, contact center and native integrations all in one.

With flexible service plans, customers can easily budget, grow and adjust as business demands change. Mobile phone and collaboration solutions make it easy for end users to stay connected from anywhere and allow them to stay fluid as they add offices and grow distributed workforces. IP desk phones, mobile solutions, web dialers and softphones deliver a seamless user experience and allow you to swap back and forth between devices.

MiCloud Connect delivers an out-of-the-box, simple solution for businesses that don't want to spend a lot of time on their communications solution, while MiCloud Flex delivers advanced features and customization for businesses with unique needs, plus CloudLink gives them flexibility to create custom solutions to complement their UC solution.

MiCloud Connect provides a total solution: Telephony, conferencing, IM, video, collaboration and contact center to deliver a complete business communications solution with Real-Time Management through a Web-based portal to provide all the tools needed to successfully manage and monitor the system without needing to contact Mitel. A modern user experience given through a clean and intuitive User Interface (UI) lets users interact and multi-task in ways that are natural. MiCloud Connect's built-in Security ensures that voice, web and signaling traffic is encrypted, making the platform one of the most secure solutions in the industry. The encryption layer is built into MiCloud Connect's data center.

Through proven expertise, Mitel delivers more than 2 billion connections every day and supports more than 3 million cloud users all over the world. Regardless of the Mitel product chosen, Mitel is committed to delivering excellent customer service to ensure a smooth transition and ongoing support.

Signature: Lou Mc Elwain Date: 2/20/19

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).

4. Covered Equipment and Applications

Quantity	Unit of Measure	Description
1		All Mitel common control hardware

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 16 months (sixteen 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



Business Communications
www.valhalla-inc.com

Phone: 877-874-3418 Fax: 802-748-5721 www.valhalla-inc.com

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:	Name: David Giacobbe
Title:	Title: President
Date:	Date: 09/11/2020
Purchase Order Number: (If no Purchase Order is indicated, the Project # for this Statement of Work will be used.)	Contract Number: 100X 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.

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Mitel Business Systems, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
7.16	Disclosure of any litigations	Mitel Business Systems, Inc. is a subsidiary of a larger company. MLN UK HoldCo., the parent of Mitel Business Systems, Inc., is a party to lawsuits in the normal course of business. MLN UK HoldCo. is a privately held company and as such Mitel considers disclosure of any litigation activity to be confidential to Mitel. Mitel is not agreeable to disclosing our litigation activities to Sourcewell.	Sourcewell accepts
8.10	Patent and copyright infringement	The indemnity is very broad. Mitel requests the indemnity be narrowed to those patents or copyrights registered in the US, Canada, and the European Union. Mitel is open to discussing coverage in other specific regions as may be identified by Sourcewell.	Sourcewell accepts

Proposer's Signature: *Don McShane* Date: 2/20/19

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #022719



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

UNIFIED COMMUNICATIONS, CONTACT CENTER, AND RELATED SERVICES, EQUIPMENT, AND APPLICATIONS

In compliance with the Request for Proposal (RFP) for UNIFIED COMMUNICATIONS, CONTACT CENTER, AND RELATED SERVICES, EQUIPMENT, AND APPLICATIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Mitel Business Systems, Inc. Date: February 27, 2019

Company Address: .1146 N Alma School Rd

City: Mesa State: AZ Zip: 85201

CAGE Code/DUNS: MBSI CAGE Code: 4AK77; MBSI D&B: 61-399-3190

Contact Person: Sue Anders Title: Government Program Manager - Contract Sales

Authorized Signatur: *Lou McElwain* LOU McElwain
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 022719-MBS

Proposer's full legal name: Mitel Business Systems, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be April 11, 2019 and will expire on April 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
CDFDZAT39D08489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E4288F817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 8, 2019

Sourcewell Contract # 022719-MBS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name MITEL BUSINESS SYSTEMS INC.

Authorized Signatory's Title Senior Vice President, Sales Americas

Lou McElwain
VENDOR AUTHORIZED SIGNATURE

Lou McElwain
(NAME PRINTED OR TYPED)

Executed on 4/9, 2019

Sourcewell Contract # 022719-MBS



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Mitel Business Systems, Inc.

Address: 1146 N. Alma School Rd.

City/State/Zip: Mesa, AZ 85201

Telephone Number: 347-923-7587

E-mail Address: lou.mcelwain@mitel.com

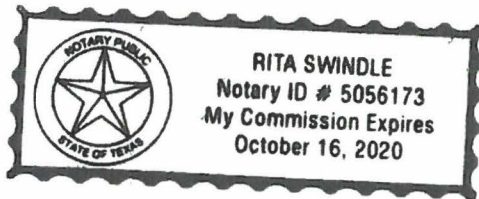
Authorized Signature: Lou McElwain

Authorized Name (printed): Lou McElwain

Title: SVP Americas, Sales

Date: 2/20/19

Notarized



Subscribed and sworn to before me this 20th day of February, 20 19

Notary Public in and for the County of Denton State of Tx

My commission expires: 10/16/20

Signature: Rita Swindle



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Mitel Business Systems, Inc.

Questionnaire completed by: Sue Anders

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Mitel payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

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 National Cooperative Leasing to provide flexible leasing options including 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 like non-appropriation of funds clauses and termination clauses to address and facilitate financing over multiple budget years. In addition we have an active partnership with Great America Leasing who has 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.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

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.

- Opportunity is identified and placed in Salesforce.
- Mitel authorized Sourcewell partner submits Government Activation Form for initial contract compliance.
- Partner is verified to be able to sell off Sourcewell Contract via selling agent agreement . At that time, 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.
- A quote is provided to the customer/partner only after the Sourcewell pricing has been verified by a member of our Vertical Sales Group (VSG)/Government Distributor team and the Sourcewell ordering instructions have been included.

- Partner provides contract compliant quote to customer/end user with Sourcewell contract number.
- In accordance with the contract, either the end-user or Authorized Sourcewell Selling Agent Channel Partner can issue a PO to Mitel's Government Order Desk (USGovernmentSales@mitel.com) or our authorized Government Distributor (ScanSource or Jenne).
- All government orders must reference the Mitel Sourcewell contract number and meet all the criteria provided on the Sourcewell ordering instructions before it will be processed.
- Government or Partner PO is held until the order passes all Sourcewell compliance review and approval.
- Once all approvals have been received, the order is processed, fulfilled, and shipped by either Mitel's direct Government Order Desk or the authorized Mitel Government Distributor.
- In the case of an end-user order that contains implementation labor, the customer is invoiced 100% upon completion and cutover. Once this occurs, the end-user signs a Delivery and Acceptance Certificate confirming the installation is complete and there are no outstanding issues.
- All Sourcewell orders are logged monthly to ensure that appropriate contract fees are paid, and sales reports are submitted on a quarterly basis.
- Government Distributor(s) will submit POS reports monthly to Mitel Government Contract Manager for contract quarterly sales reporting and payment of the Sourcewell administrative fee.
- Mitel will oversee all compliance and sales reports that will be reviewed for audit, and quarterly reports will be submitted to Sourcewell as required.

For a copy of our current Sourcewell Ordering Process for MiVoice Business, MiVoice Office, and MiVoice MX-ONE platforms, please refer to Attachment 5 – Sourcewell Ordering Process 2019 provided electronically on flash drive with our RFP response.

Our Authorized Channel Partners must sign a Sourcewell Selling Agent Agreement as an Addendum to their Mitel Authorized Partner Agreement before they can participate in utilizing the Sourcewell contract. After which, 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 signed the Sourcewell Selling Agent Agreement. This list is updated monthly and shared with our Government Order Desk and Government Distributor team.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Yes, Mitel does accept the P-card at no additional cost.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

For more details on Mitel's warranty program, please refer to Attachment 6 – Mitel Standard Warranty provided electronically on flash drive with our RFP response.

(a) Services Warranty - All work provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice.

(b) System Warranty - During the warranty period, Customer shall receive the following inclusions:

(i) Software Warranty - During the term of the manufacturer's warranty period, ninety (90) days from delivery, the software media will be free from defects in material and workmanship under normal use and the software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the software from operating substantially in accordance with the manufacturer's specifications, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, Mitel will in its sole discretion either replace the software or install a new release when made generally available or return the software to a prior release. Updates intended to fix problems or bugs as well as upgrades to software will be made available to Customer at no cost during the warranty period.

(ii) Hardware Warranty - During the term of the manufacturer's warranty period, twelve (12) months from date of delivery, 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 Customer under this hardware warranty is for Mitel, at its election, to repair, replace or modify the defective parts. Mitel may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty. Any part removed shall become the property of Mitel.

(c) Exceptions to the Warranty. Incremental support may be purchased through a support plan ("Support Plan"). The software and hardware warranties detailed under (i) and (ii) above shall become void if one of the following occurs: (i) the hardware and/or software (collectively, the "System") is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than Mitel or an authorized Mitel dealer; (ii) work is performed on the System by anyone not authorized by Mitel; (iii) 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; and should such an event happen, Customer shall be entitled to cure the breach by removal of such products within a reasonable period. The software and hardware warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, paper, printer ribbons, cabling or non-Mitel telephone sets.

- Do your warranties cover all products, parts, and labor?

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.

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 additional charge. Mitel software and hardware warranties become void if one of the following occurs:

- 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 a material term of the agreement.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Mitel has no usage limit restrictions.

- 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.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

Mitel can cover all geographical areas in the U.S., 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.

- 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 only for all third-party products. Warranty service for third-party products is carried by the manufacturer's warranty, which is generally 30-45 days.

- What is your proposed exchange and return programs and policies?

DOA/Bad-out-of-box replacements:

Can be processed within 90 days of the original order. If over 90 days, they should be sent to Mitel Repair to process, and require the following information:

- Part numbers and quantities.
- Serial numbers for all defective items.
- Descriptions of the problems for all defective items.
- Ship-to address for the replacements.

If more than three of the same part are defective, or if the defective part is a Controller, then a Mitel Tech Support Ticket needs to be created by the Mitel Partner, and sent along with the information above. Mitel pays overnight shipping for the replacement items. Mitel does not pay for shipping to return the defective items.

Returns/Change Orders:

Can be processed within 30 days of the original order without approval. If over 30 days, the approvals below are needed:

- Under \$10,000, approval from Sue Anders is required
- \$10,000 and above, approval from Barb Clarke is required

The following information is required:

- Reason for Return.
- Sales Order number and/or Purchase Order number from the original order.
- Part numbers and quantities of the items to be returned.
- Need to know if the items are still in the original/un-opened packaging.

Additional information:

- 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 allocated to an Application Record in the AMC. If they are, the Partner needs to work with the AMC group to have the licenses un-allocated from the Application Record before a return for credit can be done.
- A 20% re-stocking fee may be charged at the discretion of Mitel.

6) Describe any service contract options for the items included in your proposal.

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.

Maintenance Support Plans (Mitel premise solutions)

Mitel service agreements are available in a variety of packages (listed below) designed to accommodate the different levels needed by each customer. With your chosen service, Sourcewell will be able to call the Mitel service desk to report incidents within the terms of the agreement. Mitel will resolve the majority of incidents quickly and efficiently by remote access.

The individual support plans and their common included elements are outlined and described in more detail below.

Premium Plus/Full Support 24x7 Coverage:

- Hours of Coverage
 - 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite support for a Major Failure.
 - 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
 - Major Equipment Failure
 - 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.
 - 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
 - Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium Classic/Day Support 8x5 Coverage:

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

Premium System Coverage:

- Hours of Coverage
 - 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
 - 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.
 - 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
 - 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.

Eight Enterprise Support Offerings:

Enterprise Support Description	Coverage Level	Remote Support	Onsite Support	System Parts Replacement	Phone Replace
Enterprise Support 8 x 5 Rem no HW	8x5	Yes	No	No	No
Enterprise Support 8x5 Rem HW	8x5	Yes	No	Yes	No
Enterprise Support 8x5 Rem Onsite no HW	8x5	Yes	Yes	No	No
Enterprise Support 8x5 Rem Onsite HW	8x5	Yes	Yes	Yes	No
Enterprise Support 24x7 Rem no HW	24x7	Yes	No	No	No
Enterprise Support 24x7 Rem HW	24x7	Yes	No	Yes	No
Enterprise Support 24x7 Rem Onsite no HW	24x7	Yes	Yes	No	No
Enterprise Support 24x7 Rem Onsite HW	24x7	Yes	Yes	Yes	No

MiCloud Connect Service Plans

MiCloud Connect offers six different service plans - Essentials, Premier, Elite, Courtesy, Telephony and Voicemail. These plans are designed to meet the needs of various types of users and rooms. Mitel recommends leading with the Essentials, Premier and Elite plans and then determining other telephony needs throughout the organization to recommend the best telephony plan(s) - Courtesy, Telephony and Voicemail. Here is a breakdown of each profile and use cases:

UCaaS Service Plans

Essentials: Includes all business telephony call handling features, plus advanced call and collaboration features such as instant messaging, SMS, presence, video calling, conferencing, web sharing and online meetings. Ideal for users who need collaboration tools and don't require any CRM integration.

Premier: Offers additional features for sales and service teams including expanded conferencing capacity, voicemail-to-text transcription and third-party integrations.

Elite: Increases conferencing and web sharing capacities and adds recording, archiving and operator features such as consultative transfers and conferences for advanced call handling capability.

Telephony Service Plans

Courtesy: Ideal for users who don't frequently use their phone as well as common areas such as lobby and conference rooms with call functionality and 200 minutes per month.

Telephony: Delivers call functionality with voicemail and unlimited minutes for users who don't need advanced call and collaboration features.

Voicemail: Provides users with inbound call functionality and a voicemail box.

MiCloud Connect Feature Comparison

Features cannot be added for an extra fee unless it's an a la carte option (see below). If a feature is not included with the service plan, the plan that includes that feature must be selected.

Note that these per-user profiles entitle the user to the services included in that profile. The actual provisioning of each service entitlement must be done through the BOSS portal before the user is enabled for that service.

FEATURE	ESSENTIALS	PREMIER	ELITE	COURTESY	TELEPHONY	VOICEMAIL
Direct Dial	*	*	*	*	*	
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited	200	Unlimited (2,000 min in UK & Aus)	Inbound Only
PBX Features	*	*	*	*	*	
Connect Portal	*	*	*	*	*	
Connect client	*	*	*			
Voicemail	*	*	*		*	*
Voicemail Email Notification (with or without WAV file)	*	*	*		*	*
Audio Conferencing	8-Party	25-Party	100-Party		3-Party (ad hoc)	
Desktop Sharing	4-Party	25-Party	100-Party			
Instant Messaging	*	*	*			
Presence	*	*	*			
Video Calling (peer to peer)	*	*	*			
Video Collaboration (multi-party)	8-Party	12-Party	24-Party			
Softphone	*	*	*			
Outlook / G Suite Integration	*	*	*			
Mobile Extension (Find Me, Follow Me)	*	*	*		*	
Mobile App	*	*	*			
Scribe (voicemail transcription)	\$5.99	*	*		\$5.99	\$5.99
Salesforce / CRM Integration	\$12.50 / \$10	*	*			
Telephony for Microsoft	*	*	*			
Teamwork / Business SMS	*	*	*			
On-Demand Call Recording	\$15	*	*		\$15	
Always-On Call Recording	\$15	\$15	*		\$15	
Archiving (IM, conference, call recording)	\$5	\$5	*			
Operator			*			
Fax	\$10	\$10	\$10		\$10	

MiCloud Connect Contact Center Service Plans

MiCloud Connect Contact Center service plans can be added to the following MiCloud Connect service plans: Essentials, Premier and Elite.

FEATURE	ESSENTIALS	STANDARD	ADVANCED	SUPERVISOR
IVR	•	•	•	•
Call Routing (time, date, DNIS, etc.)	•	•	•	•
Inbound Call	•	•	•	•
Personal Agent Queuing	•	•	•	•
Reporting	•	•	•	•
Skills-Based Routing		•	•	•
Agent Priority-Based Routing		•	•	•
Callbacks		•	•	•
Outbound Dialer		•	•	•
Multimedia Routing (emails & chat)			•	•
Agent & Queue Management				•
Silent Monitor, Coach, Barge-In				•
Agent Manager				•
Historical Reports				•
GCCS (Graphical Call Control Scripts)				•
Director				•
Event Feed API				•
UC Service Plan	Essentials	Essentials	Essentials	Premier
Call Recording	a la carte	a la carte	a la carte	
IVR Ports	a la carte	a la carte	a la carte	

Pricing, Delivery, Audits, and Administrative Fee

7) Populate the Product/Service Matrix below with the information related to your solution offerings. In completing the Matrix, use the following key:

Manufacturer (**M**) – the Proposer is the manufacturer and/or developer of the particular component or element.

Third Party (**3**) – a third party provides the component or element that is included in the solution.

Value-Added Reseller/Systems Integrator (**VS**) – the Proposer is a value-added reseller (VAR) or systems integrator (SI) that will ensure the solution’s various components are integrated to function as required.

Other (**O**) – the Proposer is not a manufacturer, or value-added reseller/systems integrator. Provide a brief description of the Proposer’s business model and structure. Indicate also if the solution component is premises-based (**P**), cloud-based (**C**), or a hybrid (**H**) implementation.

Product or Service	Response (M, 3, VS, O)	Premises (P)	Cloud (C)	Hybrid (H)
• UC Hardware	M	M	N/A	M
• UC Software with comprehensive complement of features and functions	M	M	M	M
○ Voice – Basic feature set	M	M	M	M
○ Voice – Enhanced feature set	M	M	M	M
○ Messaging	M	M	M	M
○ Collaboration and conferencing	M	M	M	M
○ Mobility	M	M	M	M
○ Mass notification	M	M	N/A	M
○ CTI	M	M	M & 3	M
• Data Networking Hardware	N/A	N/A	N/A	N/A
• Data Networking Software	N/A	N/A	N/A	N/A
• Trunking Facilities as part of the proposed solution	N/A	N/A	3	3
• Contact Center Hardware	O (x86 server)	O (x86 server)	O (x86 server)	O (x86 server)
• Contact Center Software	M	M	M & 3	M
○ ACD, routing	M	M	M & 3	M

○ Omnichannel	M	M	M	M
○ Analytics and reporting	M & 3	M & 3	M & 3	M & 3
○ Integration, CTI	M	M	M	M
○ Social media	3	3	3	3
○ IVR	M	M	M & 3	M

PRODUCT/SERVICE MATRIX

8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Mitel's proposed pricing model is based on a percentage discount from Mitel List Price (MLP) for our Unified Communications (UC) and Unified Communication as a Service (UCaaS) platforms. Our UC offering is a premise solution and our UCaaS offering is a cloud solution. Our proposed discount structure for each platform is provided below. Mitel is also offering our ClearSpan solution at established market prices.

Mitel configurations are developed in the Mitel CPQ pricing tool which is available to all Mitel Authorized Partners and Sourcewell Selling Agents and is required to be presented to Mitel Vertical Sales Team for pricing validation.

CPQ pricing configurations are generated from the Online Mitel CPQ quote tool which is available to all Sourcewell selling agents. The pricing model is based on discounts from MLP on a category basis.

Configurations for our UCaaS offerings are quoted in the Mitel Cloud Services (MCS) Quotes tool. This tool configures the solution for the opportunity into a quote. Once the quote is complete the sales team submits it to the Cloud Sales Support team to apply the Sourcewell discount.

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 to the member that they are receiving the appropriate pricing under the contract.

We have attached the current Mitel list price with the Categories, List price, and Sourcewell member price discounted according to the table below that demonstrates current and proposed discount models for Sourcewell members. Please refer to Attachment 7 – Mitel Sourcewell RFP#022719 Detailed Pricing provided electronically on flash drive with our RFP response.

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.

Unified Communications (UC)			
Current		Proposed	
Discount Category		Discount Category	
HW, HW-OEM	38.0%	HW, HW-OEM	40.0%
SW, SW-OEM	38.0%	SW, SW-OEM	40.0%
Applications	38.0%	Applications	40.0%
IP Endpoints	38.0%	IP Endpoints	40.0%
Services	14.0%	Services	15.0%
ND, MPP	0.0%	ND, MPP	0.0%

Unified Communications as a Service (UCaaS) (MiCloud Connect and MiCloud Flex)			
Current		Proposed	
Discount Category		Discount Category	
Service	12.0%	Service	20.0%

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

As Sourcewell's exclusive telecommunications vendor for more than nine (9) 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.

The matrix below summarizes Mitel's proposed discount schedule per platform applicable to our published list in this response.

Solution/Service	Proposed Discount
Unified Communications (UC)	40%
Unified Communications as a Service (UCaaS)	20%
Services	15%
ND, MPP	0%

Third party components will be quoted based on a mutually agreed discount.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) 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.

- 12) 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 compliment 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 compliment 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.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like 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.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Mitel does not normally charge freight to Sourcewell customers who place orders directly with Mitel, unless overnight shipping is required. Travel expense is rarely required; however, if incurred Mitel would bill the Sourcewell customer the associated travel cost.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Mitel treats all 50 states (nationwide) with the same shipping, global return, and exchange policy and program. We do not charge extra for Alaska, Hawaii, or offshore delivery. Travel expense is rarely required; however, if incurred Mitel would bill the Sourcewell customer the associated travel cost.

- 16) 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. Sourcewell members can manage their own licenses or share their records with Partners who can assist them. The AMC allows the customer to take advantage of Mitel's flexible licensing model directly.

- 17) Please 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 Members 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.

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:

- Pre-sales pricing review and quote validation by Mitel Vertical Sales Group (VSG) and the Government Distribution partners.
- Quote comparison to order by Order Processing team (must match)
- Order contract compliance approval by VSG management and Contract Management.
- Order pricing compliance approval by Contract Management and Mitel Finance.

Mitel Internal Audit conducts quarterly and annual reviews on all government order processing activity in addition to verify compliance. On a monthly basis Mitel aggregates Sourcewell transactions to consolidate and submit our quarterly sales report and administrative fee.

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.

Further detail for the entire order and reporting compliance process is available in the response to Form P, question #3.

Each Mitel employee is responsible to make sure that government requirements are met and that all government regulations are being followed. Some examples of these requirements include:

- 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.

- 18) 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 RFP Section 6.29 and following for details.)

Mitel will pay Sourcewell a 2% administrative fee of end-user PO for Mitel hardware and software, typically reported and paid on a quarterly basis.

Industry-Specific Questions

- 19) Describe time in market and development of your proposed solution(s).

Mitel has been in business for nearly 50 years providing telecommunications, Private branch Exchange (PBX) Voice over IP and Unified Communications (UC) solutions.

The existing portfolio is a combination of internally developed and systems brought in house through mergers and acquisitions. Where Mitel's own extensive portfolio of solutions does not meet a customer's needs Mitel OEMs best in class solutions.

As of time of responding Mitel's plan is to move forward with all existing call control platforms including onsite solutions such as MiVoice Connect, MiVoice Business, MiVoice MX-ONE and MiVoice Office 250 as well as Mitel's cloud solutions such as MiCloud Connect and MiCloud Flex.

Typically, a call control platform or application has 1 or 2 major releases in a year with minor maintenance releases occurring typically on a quarterly basis. In the event of a problem being discovered that has major impact for a customer(s) a software patch may be provided outside of the normal release schedule. It will then be integrated into the standard release schedule.

Mitel's longer-term strategies include providing cloud applications through CloudLink to enhance customer experience for all of these platforms so that existing Mitel customers can add newly developed and yet to be developed applications to their existing Mitel solution be they an onsite or cloud customer.

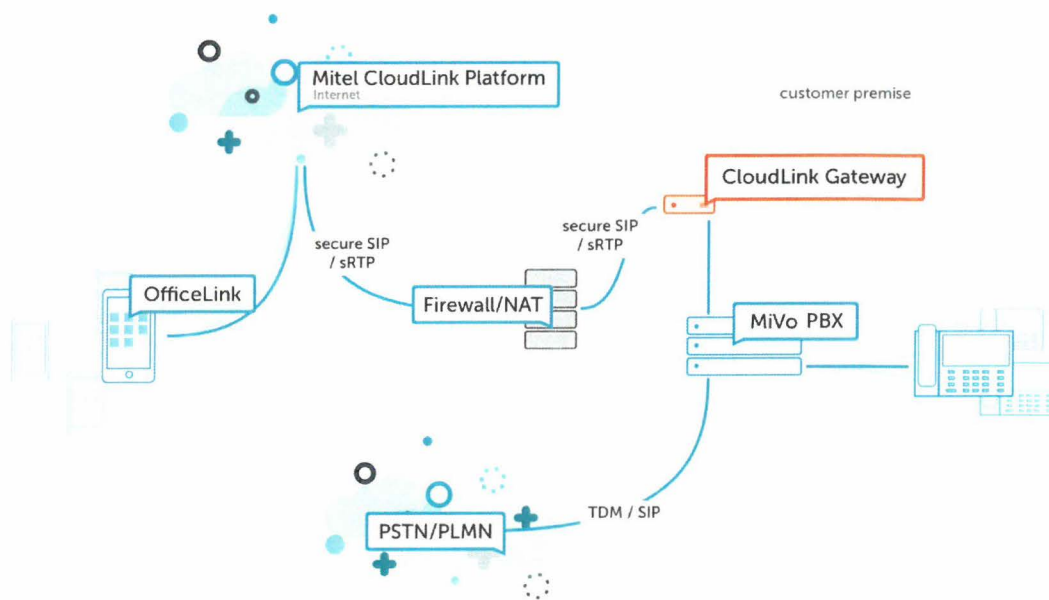
20) Provide a brief roadmap for the development and remaining product life cycles for any premises and/or cloud-based solutions.

As of time of responding Mitel's plan is to move forward with all existing call control platforms including the onsite solutions: MiVoice Connect, MiVoice Business, MiVoice MX-ONE, and MiVoice Office 250; as well as Mitel's cloud solutions: MiCloud Connect and MiCloud Flex. There are no plans to retire any of these products and solutions.

Mitel call control platform and applications typically have 1 or 2 major releases in a year with minor releases occurring typically on a quarterly basis. For example, MiVoice Business 9.1 (a major release) is currently scheduled to be released in the July 2019 time frame and plans (subject to change) include the ability to "containerize" the application and add multicasting support for paging. One of Mitel's R&D goals for 2019 is for all Mitel applications to be able to be containerized to allow for deployment in public or private cloud models as desired by the customer.

Mitel also continues to invest in existing physical and virtual server and appliance architectures with the recent 3300 EX and GX controllers becoming available on the MiVoice Business and MX-One respectively. The goal is to allow customers to use Mitel applications in the customer's desired infrastructure be it onsite, private cloud, public cloud, or a mix of deployments.

Mitel's strategy and roadmap includes providing cloud applications for all these platforms so that Mitel customers can add newly developed and yet to be developed cloud applications to their Mitel solution be they onsite or cloud. Mitel CloudLink is the platform that enables communications between an on-premise MiVoice Office PBX and cloud-based applications.



Mitel CloudLink is a technology enabler that provides this capability with a secured connection from the existing Mitel solution to cloud-based micro service designed applications running in Amazon Web Services cloud for example. Mitel OfficeLink for the MiVoice Office 250 is Mitel's first application designed to make use of this technology with Mitel Teamwork (including SMS integration) followed and Mitel's roadmap includes multiple other technology enablers to come.

MiCloud Flex hosted Unified Communications cloud offer is built upon the same software as the MiVoice Business solution. As a cloud solution, no appliances or additional onsite hardware is required or used. Customers can create hybrid networks of onsite and cloud if desired.

MiCloud Connect has a quarterly release strategy whereby major updates are part of each planned software release. Through each development cycle, unique Service Packs may be deployed as needed.

The MiCloud Connect platform provides a complete UCaaS solution delivering voice via IP Phones, Legacy Phones (through ATAs), Mobile Clients, Desktop Clients and Browser-based web clients. Embedded tools deliver the ability for users to collaborate and communicate including via Instant Messaging and video.

Current plans for MiCloud Connect include compliance for both HIPAA (Health) and SOC2 (Financial). This release enhances the platform's level of security, network segmentation, disaster recovery and data encryption. Through this network and software development, Mitel increased the speed of deployment, automation, monitoring and standardization to benefit all MiCloud Connect customers – not just those in need of HIPAA and SOC2 compliance. Additionally, Mitel is enhancing the experience with the flagship 6900-series phones for group office environments.

MiCloud Connect uses Teamwork to provide employees access to virtual workspaces to message, share documents, create and assign milestone tasks while conducting meetings at any time. Mitel recently enhanced the messaging capabilities of the Teamwork platform with the ability to send and receive text messages (Business SMS) to contacts outside of the Mitel platform.

Mitel continues to enhance its soft-client communications and is currently developing an application embedded into industry wide Customer Relationship Management (CRM) tools to deliver enhanced voice and collaborative communications between client contacts and the end user.

Future releases of MiCloud Connect are planned to include enhancements to the user interface as well as video conferencing and collaboration tools for end users. The MiCloud Connect RoadMap is continuously being updated as each milestone release is reached.

21) How do you enable Member migrations/upgrades over time?

- Describe hardware and software upgrade strategies.
- How do you “future proof” Members’ solutions?

Mitel has a long and successful history of migrating customers forward. Firstly, wherever possible existing hardware is reutilized for many years with, for example, memory upgrades if needed. Once a hardware appliance reaches a point of not being able to be supported a migration plan is provided.

For example, customers that have MiVoice Office 250 can track their migration back to the former Intertel Axxess product, the MiVoice Business heritage can be traced to the SX-2000 and MX-ONE back to the Ericsson MD110. All of these customers have been able to successfully migrate forward with Mitel for decades.

For many customers the most expensive part of a UC solution is often the endpoints i.e. the phones. Mitel's 6900 series IP phones are supported across all of the call controls that Mitel is responding with allowing a customer to migrate from one Mitel platform to another, onsite and cloud, while maintaining their investment in their Mitel endpoints.

With the advent of server based and virtualized solutions this is becoming less of a concern. For example, with virtualized solution if a new release requires additional memory or CPU then the virtual appliance is simply provided the resources and so a customer no longer has the same hardware reliance that was once part of their IT strategy.

And Mitel is taking this a stage further with plans in 2019 to containerize call controls and applications and have them run in serverless cloud architectures such as Amazon Web Services (AWS) and Google Cloud

Platform (GCP). At which point no dedicated hardware resources are needed and the Mitel applications and call control are no longer tied to hardware at all if a customer requires.

22) Describe the types of hardware and platforms upon which your UC and CC solutions work?

Mitel has several hardware appliances designed for the specific call controls being used.

MiVoice Office 250

MiVoice Office 250 is built on a scalable digital – IP platform that combines the best of both IP and traditional TDM switching architectures. MiVoice Office 250 uses a software and hardware platform that combines the best of data networking and TDM switching architectures. It supports MiVoice Digital and IP telephones, IP networking for up to 99 sites and is designed to be customized with add-on modules & processors, all in a form factor that is optimized for shelf-top, rack-mount and wall-mount scenarios.



MiVoice Office 250 Controller

Through its unique combination of rich communications software, hybrid architecture and in-the-skin (& external) modules the MiVoice Office 250 can easily grow with your business – up to 250 users on a single communications solution.

MiVoice Office 250 offers businesses a complete suite of out-of-the-box business productivity applications, which include Unified Voice Messaging with Automated Attendant, Meet-Me Conferencing, Automatic Call Distribution, Hot Desking, Mobile Twinning, Mobile Hand Off, Teleworking, and Reporting.

Surrounding applications can be combined with the Office 350 on physical or virtual servers for added functionality as well as the cloud based OfficeLink application.

MiContact Center Office

MiContact Center Office is a solution for contact centers or workgroups with up to 100 agents on the MiVoice Office 250 platform. Designed to help small to medium businesses exceed customer expectations, MiContact Center Office provides efficient monitoring, managing and routing of calls. By empowering agents with informative screen pops and Personal Information Manager (PIM) integration, it's never been easier to fuel helpful, intelligent interactions that give your customers an exceptional experience, every time. Leverage MiContact Center Office's real-time business intelligence insights on call performance and agent activity to ensure you're putting your best foot forward in every customer interaction.



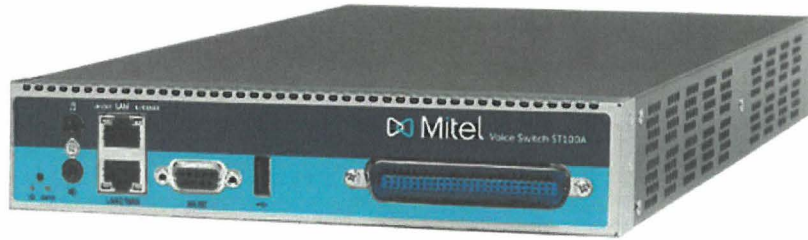
Benefits include

- Routing capabilities to connect your customers with the right person, on the first try, every time.
- Agent productivity tools, such as screen pops with PIM integration, to enhance call management for both agents and supervisors.
- Historical and real-time management reporting and call recording capabilities for valuable business insights and regulatory compliance.
- Optional intelligent router and media blending modules provide the flexibility to address more advanced requirements.

MiVoice Connect

MiVoice Connect delivers an intuitive user experience, business continuity, and simple management. Its robust feature set is easy to use and navigate, eliminating the need for IT. Plus, training and support can be accessed directly through the UI or Mitel Connect IP phone. MiVoice Connect's distributed architecture assures uptime and reliability to ensure your critical system is always running at top performance.

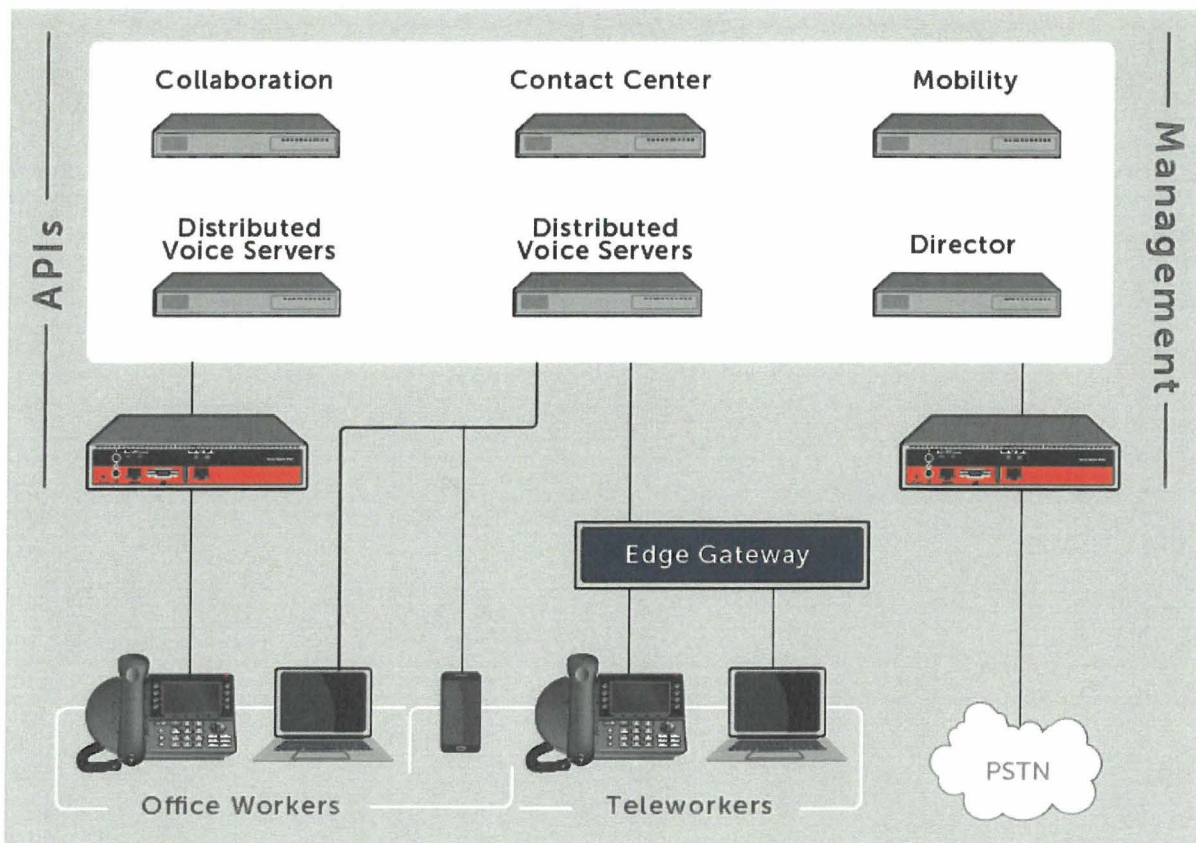
MiVoice Connect typically features a central deployment of Mitel Connect ST series voice switches. The voice switches are flash-based appliances that provide the connection between your local telephone companies and your IP network. Mitel Connect switches handle call control intelligence, including routing tables and database. They're available for SIP, PRI, or analog trunking in either solid-state hardware, or virtualized form running on x86 server(s).



Mitel ST Switch

The ST series switches feature two-stage upgrades, built-in conference ports, 500-port IP switches and USB ports for extended logging.

Your switch installation is supported by a single application server. No matter how large or spread out your operations may be, one server may be all you ever need for your entire Mitel Connect system. On that server, you'll run Mitel's best-in-class network administration software, Connect Director, and the Connect desktop app. To provision additional locations, simply add a voice switch to handle the number of phones needed at the new location. MiVoice Connect uses peer-to-peer connectivity to distribute your system's intelligence across all the installed devices. This enables multi-site phone systems to work like a single system, managed by a simple Web interface. This "single image" architecture makes even huge deployments unbelievably easy to set up and maintain.



The Mitel Connect Edge Gateway improves access to the MiVoice Connect system for remote workers. With the Mitel Connect Edge Gateway, there is no need for off-site users to launch a VPN to use Mitel Connect IP phones.

MiVoice Business

Mitel MiVoice Business provides businesses of all sizes with a scalable, feature-rich communications system using a single stream of software. MiVoice Business is designed to meet the needs of businesses that have from 5 to 130,000 users, whether they are single-site deployments or multi-site networks that span many countries. MiVoice Business is a modular, scalable system that runs on the following hardware platforms:

- Mitel 3300 ICP controllers, including Mx e III, CX II, CXi II, AX, and EX
- Industry standard servers from (for example) Oracle®, HP®, IBM®, and Dell®
- VMware® vSphere™ and Microsoft® Hyper V™ virtualization platforms

Deploying MiVoice Business on the above-mentioned platforms enables customers to meet current requirements and invest in a system that can grow with them as their business expands. The core call control features are the same regardless of the hardware platform, and functionality (such as trunk support) can be provided through field-installed modules for some platforms. This hardware commonality ensures that as a business grows most of a customer's investment is protected when a controller chassis is upgraded. The family of Mitel 3300 ICP Controllers provides the flexibility to deploy the Mitel MiVoice Business software in many environments – as a full IP-PBX with all services, trunks, and legacy connections integrated; as a media gateway for larger networks; or as a connection to legacy services for those choosing to run the MiVoice Business software on virtual or physical servers, or as the enterprise edge for centralized networks that require survivable solutions for their remote sites.



Mitel 3300 ICP EX Controller

Mitel 3300 Controllers are specifically designed hardware platforms on which MiVoice Business can reside. Mitel 3300 Controllers are available in several variants – CX II / CXi II, Mx e III, EX and AX – with each offering unique capabilities to address a wide range of business needs.



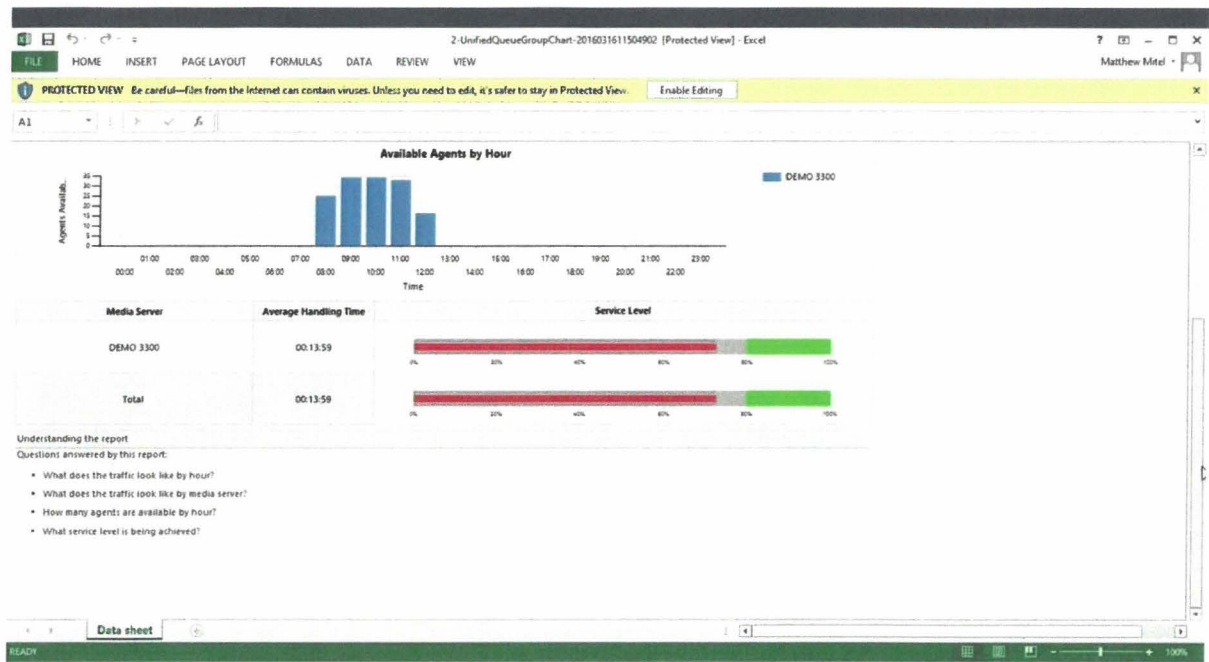
Mitel 3300 ICP Mx e III Controller

MiContact Center Business (for MiVoice Business, MiCloud Flex)

Mitel's core contact center solution for the MiVoice Business platform is MiContact Center Business. MiContact Center Business is a sophisticated customer experience platform designed specifically to work with the MiVoice Business platform to help businesses of all sizes serve their customers while improving

agent productivity and customer satisfaction, increasing revenues and controlling operating costs, and simplifying IT management.

All MiContact Center Business solutions are IP based, enabling customers to manage their contact centers from anywhere, anytime with an Internet connection. MiContact Center Business can be deployed on physical or virtual servers.



MiContact Center Business provides customers the freedom to engage with their customers on their preferred device and provides consistent customer experience across all media types, throughout the entire customer journey (e.g. email, web chat, SMS, social media etc.). Leading to an increase in customer satisfaction (CSAT) scores, improved first contact resolution (FCR) rates and lower customer effort scores (CES).

On the roadmap for 2019 is for MiContact Center Business to be made available for MiVoice Connect Customers.

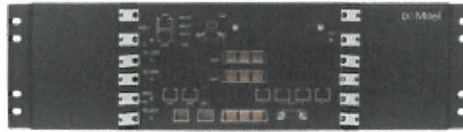
MiVoice MX-ONE

Mitel's MiVoice MX-ONE is a comprehensive and fully integrated communications solution for medium- to large-sized business and enterprise demands. It can be deployed on premises or in the cloud to deliver feature-rich Unified Communications and Collaboration (UCC) capabilities that enable faster, more effective business communications the MX-ONE solution enjoys a history of offering unparalleled investment protection to an impressive installed base of more than 60,000 customers in over 100 countries. With the capability for strong redundancy and high-availability, the MX-ONE can scale from a few hundred users to over 500,000 users on a single system.

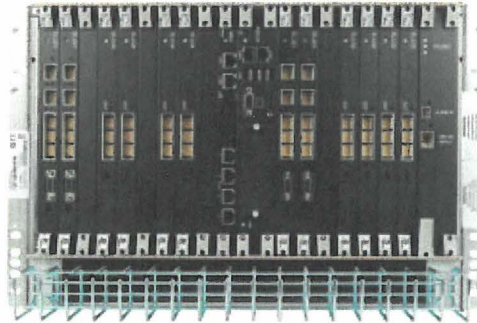
MiVoice MX-ONE consists of three basic components the MiVoice MX-ONE Service Node, the MiVoice MX-ONE Media Gateway / Media Server and MiVoice MX-ONE Management Suite. The MiVoice MX-ONE Service Node is the heart of the MiVoice MX-ONE solution. The high-capacity MX-ONE Service Node call server software—either virtualized or running on a standard server platform—can handle up to 15,000 SIP users and 15 media gateways in a single server configuration. Multiple MX-ONE Service Nodes and media gateways can be combined to form a single logical system and deployed either as a large centralized system or as a distributed system with many servers and media gateways spread over a geographically dispersed area.



MX-ONE 1U



MX-ONE Lite



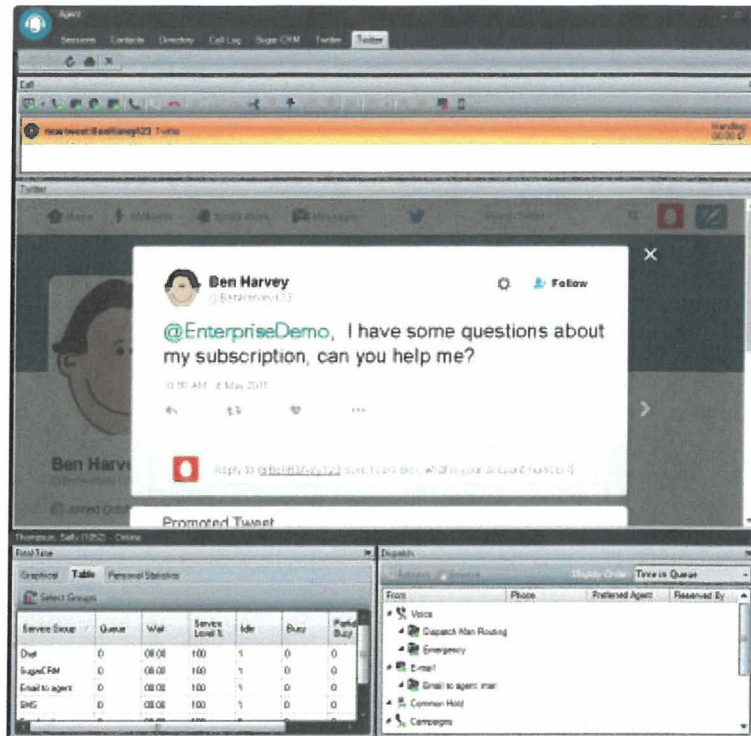
MX-ONE Classic

MX-ONE Gateways

The MX-ONE 1U chassis is the choice for pure IP environments. There is also room for additional analog and a PRI connection. The MX-ONE 3U chassis, more suitable for IP environments and branch office scenarios with the space for up to five TDM boards. The MX-ONE Classic 7U chassis, fitted targets mainly mixed environments with space for up to 16 TDM legacy boards.

MiContact Center Enterprise (for MX-ONE)

MiContact Center Enterprise is an all-in-one, adaptive and flexible platform for Unified Communications, mobility, contact center, business process automation, analytics and reporting as well as service and database integration. Mitel continues to build on supporting customers to transform their telephone oriented call center to a true, two-way, multi-modal interaction hub providing even more choices of interaction methods by implementing additional multi-channel access capabilities, including enhanced e-mail and chat routing options.



- Expandable up to 1,500 agents on a single system
- Single virtual solution for up to 10 networked MiContact Center Enterprise systems
- Mobile applications improve staff flexibility and productivity
- Embrace all communication channels including voice email, fax, SMS, chat, Social Media
- Skills-based routing provides customer answers fast
- All channels can be handed off to supervisor or subject matter expert
- Supervisor overview of all interactions Available in Lite, SME Multimedia and full Multimedia versions
- Low total cost of ownership – easy to deploy, use and manage

MiCloud Connect

MiCloud Connect is Mitel's multi-tenanted cloud based Unified Communications as a Service (UCaaS) offer built upon the same software as the MiVoice Connect solution. As a cloud UCaaS solution no appliances or additional onsite hardware is required or used.

MiCloud Connect lets you move communications and collaboration to the cloud with confidence. Featuring collaboration to make teams more productive, enhanced customer experience tools, global presence and improved business intelligence with integrations, you can connect your business communications in the cloud. MiCloud Connect is architected with enterprise-class security measures and redundancy at network, infrastructure and application layers to maximize uptime and scalability. In addition, cloud phone services are backed by Mitel's cloud Service Level Agreement (SLA) for added reassurance.

Customers can create hybrid networks of onsite and cloud if desired. 2019 roadmap includes the ability to host MiCloud Connect in Google Cloud Platform.

MiCloud Flex

MiCloud Flex is Mitel's single-instance solution. Each customer has their own dedicated virtualized applications running in VMware on their own dedicated isolated VLAN with all the benefits of the VMware availability tool set and optionally dual diverse data centers. MiCloud Flex hosted Unified Communications cloud offer is built upon the same software as the MiVoice Business solution. As a cloud solution no appliances or additional onsite hardware is required or used. Customers can create hybrid networks of onsite and cloud if desired.

23) Describe the primary partners with whom you proposed UC and contact center solutions.

- Do they have specific areas or vertical markets of expertise, particularly those in which Sourcewell Members are active?

Mitel's large portfolio of solutions allows Mitel to have solutions for just about every vertical including, but Mitel is the manufacturer of our UC portfolio of solutions. We maintain an OEM arrangement with Xmedia (fka AVST) for our MiCAM product to address very large, robust voice mail solutions for our larger public sector customers. We continue to actively seek partners whose solutions compliment, enhance and augment our core offerings.

Mitel's large portfolio of solutions allows Mitel to have solutions for just about every vertical including, but not limited to, public sector, local government, state government, education, health care, manufacturing, tourism and hospitality, retail, non-profit organizations, and many more. Mitel has a solution to cover most anyone.

- Describe options for Day 2 and after support and operations.

Mitel Professional Services and Mitel Authorized Partners offer a range of Support Plans to meet the support needs of our customers. Mitel offers optional Day 2 support plans available on an 8 to 5 Weekday (Day Support) basis or uplift to 24X7 support (Full Support). Customers can opt for core equipment coverage only or cover their IP endpoints as well. The Mitel TotalSolution program includes 24X7 Support for the term of the agreement. Additionally expedited parts replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased.

24) For cloud based solutions:

- What are the typical network connectivity configuration(s)?
- Do you offer "single instance" and/or "multitenant" solutions?

MiCloud Connect is Mitel's multi-tenanted solution. Customers using MiCloud Connect are typically connected "over the top" across the Internet through Customer Premise Equipment (CPE) to ensure appropriate routing to the MiCloud Connect Data Centers. MiCloud Connect lets you move communications and collaboration to the cloud with confidence. Featuring collaboration to make teams more productive, enhanced customer experience tools, global presence and improved business intelligence with integrations, you can connect your business communications in the cloud. MiCloud Connect is architected with enterprise-class security measures and redundancy at network, infrastructure and application layers to maximize uptime and scalability. In addition, cloud phone services are backed by Mitel's cloud Service Level Agreement (SLA) for added reassurance.

MiCloud Flex is Mitel's single-instance solution. Each customer has their own dedicated virtualized applications running in their own dedicated isolated VLAN with all the benefits of the VMware availability tool set and optionally dual diverse data centers. Customers can be deployed using SD-WAN, MPLS or over the top Internet. With MiCloud Flex you can bring unified, mission-critical communications into the cloud for increased efficiency, simplicity and mobility. Designed for large enterprises and other companies

that require a rich unified communications (UC) environment, MiCloud Flex delivers the highest levels of performance, reliability and security through our global, mobile cloud.

Typically both solutions are delivered over IP. They can use the customer's existing Internet connection or can be delivered over a separately provided solution (MPLS, Ethernet, etc.).

25) What is the approximate percentage of premises versus cloud installations?

The approximate percentage of premise vs. cloud installations is 22% cloud, 78% premise.

Mitel has more than 70 million total active users globally (UC and UCaaS), with approximately 1.3 million on UCaaS solutions and more than three million on hybrid and/or private cloud solutions.

26) Describe security and redundancy for your cloud-based solutions.

Mitel cloud solutions are deployed in tier 3+ data centers providing 24x7 x365 physical security guards. The data centers provide:

Key Features of the Data Center

- Infrastructure and physical security standards support HIPAA compliance
- Data Center Certifications Include : ISO 27001, PCI DSS, SOC 1 Type 2 and SOC 2 Type 2, ENERGY STAR and LEED Gold
- Operations 24x7x365 remote hands
- Environment and power 100% uptime SLA, and six 9s (99.9999%) historical portfolio uptime

Data Center Connectivity

- Diverse fiber points of entry
- Redundant high-speed IP connectivity
- Carrier-neutral access to over 100 networks and services

Data Center Power

- Two diverse DVP substations
- Generators with N+1 redundancy
- Fuel: 24 hours, on-site
- High-efficiency UPS systems
- UPS/PDU/RPP with N, N+1, 2N redundancy

Data Center Cooling

- Variable speed CRAHs and ultrasonic humidification
- Smart chillers with evaporative condensing units for air- and water-side economization
- Water: Dual water sources backed by on-site wells
- N+1 campus cooling towers and chiller plant
- N+1 in-room AHU

- Water-side economization

Data Center Security

- Key cards and biometric scanners
- Double mantrap entries
- Controlled site access Cameras
- Perimeter and interior IP-DVR Security Officers
- 24x7x365 in-house staffed

Data Center Fire Protection

- Dual-interlock pre-action dry-pipe sprinkler system
- N+1 cooling system, dual-interlock, dry-pipe pre-action fire suppression system with VESDA

With all UC and VoIP solutions the primary security concerns can be summarized as follows:

- **Confidentiality:** The need to protect transmissions, whether for voice-streaming or data services, to prevent eavesdropping or interception of conversations, call control signaling or passwords.
- **Integrity:** The need to ensure that information is not modified by unauthorized users and to unequivocally prove a user or application is authorized to perform the task / function they are requesting, be it a voice call or a configuration change.
- **Availability:** The need to ensure the operation of the communication at all times.

Mitel MiCloud solutions support these capabilities.

With Mitel MiCloud solutions all IP Telephony devices and applications are reliant on the hosted call control for call establishment, tear down, transfer, etc. The MiCloud call control must authenticate the device prior to providing it with service.

With MiCloud Flex Mitel implements phone authentication that requires a unique association of device MAC addresses, Mitel set type and IP and user-entered PIN registration numbers to register with the call control. All communications are communicated across a TLS encrypted channel. Additionally, desktop software downloads are digitally signed. With MiCloud Connect IP devices require a username and password combination. Mitel recommends that strong username / password combinations are used over Transport Layer Security (TLS) encrypted SIP.

Mitel also provides the option to use 802.1X authentication for Desk phones which offers support for:

- Protected Extensible Authentication Protocol (PEAPv0-MSCHAPv2)
- Extensible Authentication Protocol (EAP) using EAP-MD5 challenge authentication.

Prior to being able to make a call a device must be authenticated and registered to do so as above. Assuming the device is registered successfully the call control then determines if a device is authorized to use a feature based on the device's programming (e.g. Class of Service) or make a given call based upon its dialing privileges (e.g. Class of Restriction). This authentication decision to allow or bar a call or use a feature is invoked each time a user uses their device. Signaling between MiCloud and a Mitel IP phone uses Transport Layer Security (TLS) encrypted signaling.

With MiCloud solutions voice media packets are also encrypted by default using Secure Real Time Protocol (SRTP). By default, with Mitel IP phones, the media path encryption is accomplished with Secure Real Time Transport Protocol (SRTP) using 128-bit Advanced Encryption Standard (AES). SRTP requires

consistent end-to-end encrypted media negotiations; therefore, every component that negotiates SRTP must comply with RFC 4568.

In 2019 MiCloud Connect, the multi tenanted cloud UCaaS solution will be deployed in Google Cloud Platform (GCP). While Mitel already encrypts data in transit (128 bits AES SRTP and TLS signaling) with MiCloud Connect GCP provides additional levels of security including data at rest encryption using up to 256 bit AES cipher. MiCloud Connect will be SOC 2 and HIPAA compliant when deployed in GCP.

MiCloud Flex also encrypts all data in transit (128-bit AES SRTP and TLS 1.2 signaling) by default and as a virtualized service the Storage Area Network (SAN) is optionally encrypted with 256 bit AES as well. MiCloud Flex is independently certified as being HIPAA and SOC 2 compliant with plans afoot to become PCI certified in 2019.

27) Describe a typical implementation project from design, implementation, and operations and support aspects.

Mitel implementations follow a clear scope defined in a mutually agreeable Statement of Work, regardless of whether Mitel or a Mitel Authorized Partner is performing the implementation. While Mitel cannot provide details on implementations managed by a Mitel Partner, rest assured that the Mitel Authorized Partner will provide skilled specialists certified in Mitel products to implement your new Mitel systems and applications. Should Mitel perform the implementation, a typical implementation project is described below at a high level.

Mitel has a proven history of implementing communications solutions of all sizes and levels of complexity. Likewise, the Mitel engineers assigned to your project will have the familiarity, confidence and competence to install your solution properly and efficiently.

Skilled Mitel specialists will install your new Mitel systems and applications or assist where technology gaps or staff shortages may be affecting a timely and successful project deployment. Depending on your needs, they can assist remotely or be on site hourly, daily, weekly or longer.

In each deployment, Mitel builds a system that includes flexibility for change, assurance of a proper installation, an optimized system configuration to minimize the effect of failure and guarantee service ability, and rapid repair capabilities.

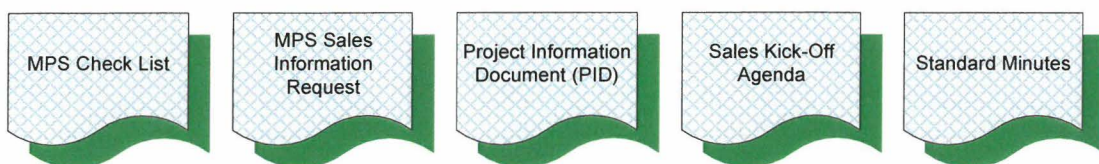
Mitel uses a five-phase process for all projects initiated through Mitel Professional Services. These phases are summarized for you below.

Project Initiation

Defines and authorizes a project or project phase

- team assignment
- document verification
- sales meeting

Documents used for the initiation of a project:



Standard meetings needed for this project phase:

- internal sales kick-off
- internal team kick-off
- customer introduction call

Project Planning

Defines or refines objectives as well as the course of action required to attain the objectives and scope for which the project was undertaken.

- project or simple – Matrix or MS Project
- website creation
- team assigned
- technical and customer kick-off meetings
- telecommunications vendor verification
- enterprise planning
- project plan created

Documents used for the planning of a project:

- Internal Kick-Off Agenda
- Standard Minutes
- Customer Kick-Off Meeting Agenda
- Project Plan
- Project Matrix Critical Path
- MS Project WBS Critical Path

Standard meetings needed for this project phase:

- customer kick-off
- customer technical

Project Execution

Integrates people and other resources to carry out the project management plan:

- weekly customer status meeting
- weekly technical meeting (internal)
- change management
- infrastructure and networking validation
- telecommunications vendor verification
- equipment tracking
- performance testing
- go/no-go meeting

Project planning documents:

- Weekly Technical Meeting Agenda
- Weekly Customer Status Meeting Agenda
- Go/No-Go Agenda
- Standard Minutes

Standard meetings:

- weekly internal
- customer weekly status
- go/no-go

Project Control

Regularly measures and monitors progress to identify variances from the project plan so corrective action can be taken when necessary to meet project objectives.

- change requests
- project performance
- scope management
- deliverables
- action

If the Customer determines that the job is to proceed, Mitel will begin with the following activities:

- pre-cut meeting
- cut technical meeting
- activity reporting
- PM call – cut day
- post-cut meetings
- D&A and service verification

Project planning documents:

- Pre-cut Agenda
- Post-cut Meeting Agenda
- Project Activity Report
- Punch List
- Standard Minutes

Standard meetings:

- pre-cutover
- cutover call
- post cutover

Project Close

At this phase is formal acceptance of product, service or results. It brings the project to an orderly end.

Final project meetings include the following:

- release for resources from project
- review of project quality
- PTE complete
- lessons learned
- customer quality
- archive project

Project planning documents:

- Project Close Agenda
- Project Close Lessons Learned & Project Close Minutes

Standard meeting:

- project close

28) What is the primary growth area(s) for your solutions?

Mitel's growth is coming through increased market share of both onsite and cloud solutions. Growth is both organic and through acquisition.

Contact centers in particular are a growth target as customers move through the digital transformation that is upon businesses.

29) How do your solutions "fit" within the Internet of Things (IOT)?

Mitel works with leading IOT vendors to "Give Machines a Voice" by linking the IOT devices through middleware into workflows. These workflows can then be integrated into contact centers or other applications through the open APIs that Mitel provides to escalate to humans as and when needed.

For more information, please refer to Attachment 8 – Giving machines a voice in hospitality whitepaper provided electronically on flash drive with our RFP response.

30) Please describe any other benefits, services, products, or differentiating factors about your solution(s).

Mitel provides options for cloud solutions – MiCloud Flex, MiCloud Connect, and CloudLink. Customers can obtain a seamless and reliable communications and collaboration solution with Call control, screen sharing, video conferencing, Instant Messaging, team collaboration, contact center and native integrations all in one.

With flexible service plans, customers can easily budget, grow and adjust as business demands change. Mobile phone and collaboration solutions make it easy for end users to stay connected from anywhere and allow them to stay fluid as they add offices and grow distributed workforces. IP desk phones, mobile solutions, web dialers and softphones deliver a seamless user experience and allow you to swap back and forth between devices.

MiCloud Connect delivers an out-of-the-box, simple solution for businesses that don't want to spend a lot of time on their communications solution, while MiCloud Flex delivers advanced features and customization for businesses with unique needs, plus CloudLink gives them flexibility to create custom solutions to complement their UC solution.

MiCloud Connect provides a total solution: Telephony, conferencing, IM, video, collaboration and contact center to deliver a complete business communications solution with Real-Time Management through a Web-based portal to provide all the tools needed to successfully manage and monitor the system without needing to contact Mitel. A modern user experience given through a clean and intuitive User Interface (UI) lets users interact and multi-task in ways that are natural. MiCloud Connect's built-in Security ensures that voice, web and signaling traffic is encrypted, making the platform one of the most secure solutions in the industry. The encryption layer is built into MiCloud Connect's data center.

Through proven expertise, Mitel delivers more than 2 billion connections every day and supports more than 3 million cloud users all over the world. Regardless of the Mitel product chosen, Mitel is committed to delivering excellent customer service to ensure a smooth transition and ongoing support.

Signature: Lou Mc Elwain Date: 2/20/19



CHANGE OF SERVICE OWNERSHIP AND PASSWORD RESET REQUEST

****Send completed/electronically signed copy to license.support@mitel.com for processing.****

Please supply the following information:

End Customer (Required):

Company Name: Okaaloosa County Board of County Commissioners
Street Address: 302 N. Wilson St. Suite 302
City / State / Country: Crestview Florida 32536

New Authorized Partner (Required):

Partner Name: Valhalla Corp
Complete Address: 177 Western Ave. Suite 2, St. Johnsbury, VT 05819
SAP Account #: 139595

System information REQUIRED: List all applicable systems for the End Customer, including multiple sites. Sys ID and/or Application Records (MiVB, MiVO250, SX200, etc). MiVoice Connect can be specified by entering "MiVoice Connect" since no ID exists. CloudLink Account ID.

80780296, 75427363, 7827150, 29249062, 74342830, 11112378, 22747524, 48779722 and 84981676

Reference Number or Purchase Order Number for Change request invoice: 3272020 (Required)

Please acknowledge these areas by checking each box before signing below. Box 3 is required for password resets:

- By submitting this request, I am confirming that "New Partner" has received written approval from the End Customer to make this requested change.
 - By submitting this request, I am confirming that I am authorized to do so on behalf of Valhalla Corp.
- I acknowledge that an administrative fee will be charged for this service. An additional fee will be charged if the systems do not have active SWA coverage.
- If a Password Reset is Required for one or more of the above systems, please complete the information below. I acknowledge that an administrative fee may be charged for this service.

Name and/or Tech ID # of certified technician assigned to this request: _____

Application Record ID(s) / Open Case Number: _____

Hardware ID(s) / System ID(s) / Serial #'s: _____

System Type(s): _____

DocuSigned by:

Rose Page

Partner Authorized Signature

Rose Page

Printed Name

Office Manager

Title

I have the authority to bind the corporation

3/27/2020

Date

Date 3/27/2020

Mitel Networks Corporation

350 Legget Drive
Kanata, Ontario
K2K 2W7

Attn: license.support@mitel.com

Dear Mitel:

This is to confirm and to provide you with the approval to move our Mitel system(s) that are identified on the attached application record transfer form and/or request a password reset for the attached system(s).

We understand that these records are being permanently moved from the current managing partner to va1ha11a Corp. The current managing partner will no longer have access to the records once this move is completed.

By submitting this request, I am also confirming that I am authorized to do so on behalf of the company.

Sincerely,

Company Name: Oka1oosa County Board of County Commissioners

DocuSigned by:
Signature: Dan Sambenedetto
F428601E710B405...

Name: Dan Sambenedetto

Title: IT Director

*I have the authority to bind the corporation

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 022719-MBS

Proposer's full legal name: Mitel Business Systems, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be April 11, 2019 and will expire on April 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 8, 2019

Sourcewell Contract # 022719-MBS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name MITEL BUSINESS SYSTEMS INC.

Authorized Signatory's Title Senior Vice President, Sales AMERICAS

Lou McElwain
VENDOR AUTHORIZED SIGNATURE

Lou McElwain
(NAME PRINTED OR TYPED)

Executed on 4/9, 2019

Sourcewell Contract # 022719-MBS



Mitel Business Systems, Inc. Contract #022719-MBS

Category Discounts taken from Mitel List Price:

Unified Communications (UC) - 40% Discount

Unified Communications as a Service (UCaaS) - 20% Discount

Unified Communications as a Service (UCaaS):

Partner Built/Partner Delivered, Powered by Mitel - 20% Discount

Services - 15% Discount

(Excluding P/N's 53002196 & 53002197 which are Non-Discountable)

ND, MPP - 0% Discount (Non-Discountable)

Please Note: Based on product ordered, a Mitel configuration may contain elements from more than one of the Discount Categories that have been presented above