

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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


Sourcewell

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

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

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

Approved:


DocuSigned by:

By: 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 6/20/2023 | 1:08 PM CDT

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

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

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

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

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

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

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

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

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

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

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

Mitel Corporate Philosophy & Values

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

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

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

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

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

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

Industry Longevity

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

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

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

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

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

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

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

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

MITEL EARNS GOLD STEVIE AWARD FOR OUTSTANDING SALES & CUSTOMER SERVICE

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

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

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

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

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

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

EASTERN MANAGEMENT GROUP
Mitel Ranks Best In Value

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

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

TMC HONORS MITEL FOR OUTSTANDING WORKPLACE CULTURE

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

MITEL BECOMES FIRST VENDOR TO REACH 5 MILLION CLOUD SUBSCRIBERS

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

2022 to 9/30
441,361.95

2021
1,175,827.51

2020
1,441,319.51

2019
136,165.86

TOTAL
3,194,674.83

TX DIR

2022 to 9/30
197,894.82

2021
769,136.81

2020
269,955.27

2019
582,336.84

TOTAL
1,819,323.74

CMAS

2022 to 9/30
53,487.76

2021
71,438.10

2020
0

2019
260,050.73

TOTAL
384,976.59

State of Utah (1)

2022 to 9/30
212,846.20

2021
94,373.05

2020
0

2019
0

TOTAL
307,219.25

State of Louisiana (2)

2022 to 9/30
82,286.70

2021
0

2020
0

*

2019
0

TOTAL
82,286.70

PEPPM PA (3)

2022 to 9/30
27,161.35

2021
0

2020
103,729.37

2019
88,033.42

TOTAL
218,924.14

TIPS (3)

2022 to 9/30
0

2021
288,814.90

2020
158,131.25

2019
0

TOTAL
446,946.15

USETPA (3)

2022 to 9/30
0

2021
0

2020
11,977.35

2019
0

TOTAL
11,977.35

TOTALS

2022 to 9/30
25,379,257.92

2021
37,177,297.70

2020
36,382,142.24

2019
32,985,179.17

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

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

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

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

Table 7: Marketing Plan

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

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

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

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

See attachment Marketing Plan_Samples.zip provided with our response.

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

Table 8: Value-Added Attributes

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

Green Product Manufacturing

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

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

Green Product Packaging

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

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

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

Environmental Standards & Functionality

ISO 14001 Environmental Management

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

IEEE 1680 Standard for Environmental Assessment of Personal Computer Products

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

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

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

CSA Z762-95 Design for Environment

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

ECMA-341 E-Waste

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

WEEE 2002/96/EC

Mitel has maintained a WEEE program since 2005.

Energy Star

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

Recycling:

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

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

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

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

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

Table 9: Warranty

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

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

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

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

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

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

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

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

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

Returns for Credit

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

Returns for Hardware and Software:

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

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

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

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

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

Returns for Software Options:

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

OEM & Third-Party products:

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

Customized product:

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

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

Additional information:

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

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

- o Minor Equipment Failure

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

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

- Parts Replacement

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

Premium Hardware Coverage (excludes remote and onsite labor):

- Parts Replacement

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

Premium System Coverage:

- Hours of Coverage

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

- Response Objectives

- o Major Equipment Failure

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

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

- o Minor Equipment Failure

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

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

- Parts Replacement

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

Compliance with the Ray Baum Act

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

Commercially Reasonable Efforts

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

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

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

Table 14B: Unified Communication Solutions

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

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

Table 14C: Contact Center Solutions

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

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

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

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

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

Documents

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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