



Solicitation Number: RFP #120122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Avaya Inc., 2605 Meridian Parkway, Suite 200, Durham, NC 22713 (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 17, 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. 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.

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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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.

The Supplier will submit payment to Sourcwell 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 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 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) provided to Supplier by Sourcewell 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 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 certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates 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 certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates 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

Avaya Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/15/2023 | 1:03 PM CDT

DocuSigned by:
Jenifer Bond
By: ACA56E5C26AE443...

Jenifer Bond
Title: Vice President State/Local/Education Markets

Date: 3/15/2023 | 3:05 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 3/15/2023 | 3:18 PM CDT

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

Company Name: Avaya Inc.
Address: 2605 Meridian Parkway, Suite 200
Durham, NC 27713
Contact: Klara Reilly
Email: kbreilly@avaya.com
Phone: 703-390-8252
Fax: 703-539-4571
HST#: 22-3713430

Submission Details

Created On: Thursday October 13, 2022 09:25:49
Submitted On: Thursday December 01, 2022 10:56:28
Submitted By: Shannon Hinnant
Email: dshinnant@avaya.com
Transaction #: 9125639c-ee95-477f-bc1a-01ada99d7f23
Submitter's IP Address: 136.226.52.86

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")	Avaya Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Avaya Cloud Inc., Avaya Cloud Canada Inc., Avaya Canada Corp. Avaya Cloud Inc. and Avaya Cloud Canada Inc. are the Avaya entities that provide regulated services such as SMS, SIP Trunking, and Communications Platform as a Service (CPaaS), which Avaya includes in this response.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Avaya does not operate under any DBA.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Avaya SAM: NML3JFNVEAW6
5	Proposer Physical Address:	Avaya Global Headquarters: 2605 Meridian Parkway, Suite 200, Durham, NC 22713 USA
6	Proposer website address (or addresses):	www.avaya.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):	Name: Jenifer Bond Title: Vice President, State/Local/Education Markets Address: 6021 Connection Drive, Irving, Texas 75039 Email: jeniferbond@avaya.com Phone: 713-852-1161
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Shannon Hinnant Title: Capture Manager Address: 12730 Fair Lakes Circle, Fairfax, VA 22033 Email: dshinnant@avaya.com Mobile: 703-638-9200 Office: 703-376-2007
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Klara Reilly Title: Program Manager, Strategic Contracts Address: 12730 Fair Lakes Circle, Fairfax, VA 22033 Email: kbreilly@avaya.com Office: (703) 390-8252 Mobile: (703) 598-9323

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.	Avaya began as a standalone company in 2000 when it was spun off from Lucent Technologies as a publicly traded company. Historically, Avaya was part of AT&T, Western Electric, and Lucent Technologies, dating back to 1877 with the beginning of the Bell Telephone Company. Today, Avaya has over 20 years of focusing on meeting and supporting the needs of Enterprise, Federal, Local, State, and Education organizations by delivering its portfolio of comprehensive Unified Communications as a Service (UCaaS) and Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) technologies.

Consistently, Avaya has powered positive and productive interactions that drive customer loyalty, team collaboration, and business success. Organizations are built by the experiences they provide, and every day, Avaya delivers millions of those experiences.

Keeping in line with our Mission of reimagining digital communications with innovation without disruption, Avaya offers a comprehensive portfolio of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) solutions to empower organizations to deliver experiences that matter to customers and employees alike.

In fact, Avaya is the only major communications and collaboration solution provider that can offer public, private, or hybrid cloud at enterprise scale to customers of all kinds – this is a true differentiator. In addition, with our expertise in building open, converged, and innovative solutions to enhance and simplify communications and collaboration in the cloud, on-premise, or a hybrid of both, Avaya provides Sourcewell members with its complete catalog of our products and services, both in the U.S. and Canada, to allow for the selection of the right solution at a competitive price.

Avaya's experienced team delivers award-winning services and solutions, including initial planning and design, seamless implementation and integration, ongoing managed operations, optimization, training, and support.

Our cultural principles drive how we work and are demonstrated in everything we do from the top down.

- **Simplicity:** We foster a safe environment where innovative solutions are encouraged and rewarded. We focus on making our customers' lives simpler and more efficient.
- **Accountability:** Our decisions are based on a customer-centric approach. Our people are empowered to take risks, immerse in the experience, and drive customer success.
- **Trust:** We lead by example. We function as a transparent and dynamic team working towards a unified vision.
- **Teamwork:** We recognize one another for our achievements and strengths. We value diversity of thought and the uniqueness of everyone in a collaborative environment.
- **Empowerment:** We encourage our people to speak up, take responsibility, and embrace ownership. We strive to give each individual a voice.

Avaya software-based UCaaS, CCaaS, and CPaaS solutions can help transform any organization by improving communications, simplifying complex networks, and reducing infrastructure costs. This allows our customers to quickly enact team and customer engagement solutions that grow in tandem with specific business requirements. Avaya is, and has always been, a company at the forefront of innovation, revolutionizing how enterprises communicate and serve their customers, constituents, and employees. The Avaya solutions will help Sourcewell members unlock new value to offer their customers and employees for years to come.

Avaya is Proud of our Global Status, including the following:

Our People:

- More than 6,000 employees worldwide
- Over 700 dedicated managed services resources
- 20 is the average years of experience of employees
- 1,000 + industry certifications

Our Industry Leadership:

- 90,000 + global customers in 190 countries
- 100+ million Unified Communications (UC) lines
- 6+ million Contact Center (CC) seats
- 23 million Cloud seats
- #1 in CC premise and cloud (subscribers and seats, source: Synergy Research)
- #1 in Unified Messaging - Global (Source – OMDIA)
- #1 in Premise CC Global (Source MZA)
- A market share leader in Unified Communications (Source – OMDIA)
- Governments in 40 countries rely on Avaya services and technologies

Our Resources:

- 4200 authorized resellers
 - o 200+ in Canada
- 250+ Technology Partners

Our Processes:

- Globally managed solutions based on ITIL standards
- Consistent methodologies and global KPIs
- Integrated global operations with OPEX/CAPEX modeling available.

Our Presence:

- 24x7x365 technical support availability
- Coverage across nine global operational service centers

- Services resources in 37 countries
- Our Performance:
- Consistent quarter-to-quarter customer satisfaction levels
 - Multiple Cloud platforms with 99.99% availability objectives

Unified communications bring together the many disparate communications technologies that exist in organizations today, delivering business agility and simplifying communications architecture. With Avaya technologies and support services, effective business processes are accelerated through simple, open integration with legacy equipment and Avaya business applications, desktop environments, emerging social media, and multivendor communications systems. Avaya enables Sourcewell members to leverage fit-for-purpose packaged integrations and a comprehensive, mature Information Technology (IT) developer Web Services framework. Additionally, Avaya offers flexible business delivery and consumption models in our cloud-hosted solution.

Many large enterprises, state, government, and educational institutions are looking for the cost savings, control, security, flexibility, and standardization that come with a fully hosted unified communications and contact center platform. Avaya is proposing our full product line that includes the following:

Avaya Experience Platform: Avaya CCaaS delivers an advanced omnichannel HIPAA/PCI compliant solution via its universal cloud platform, combined with the Unified Communication (UC) service is delivered with unrivaled security and at an unprecedented scale. Avaya CCaaS is a robust cloud-based contact center solution that offers omnichannel contact center capabilities and Interactive Voice Response (IVR) for self-service functions. Avaya CCaaS advanced IVR platform has the capacity for advanced custom self-service applications that dip into customer databases to relay information back to the caller.

Avaya Enterprise Cloud: Avaya's dedicated cloud instance for UCaaS and CCaaS is HIPAA and PCI-compliant. The Avaya Enterprise Cloud solution is designed specifically for enterprises seeking to implement or upgrade to a feature-rich, Software as a Service (SaaS) enabled UC and/or CC environment without upfront expenses or limitations on capacity. The SaaS platform allows customers to take advantage of Avaya's years of experience, expertise, tools, and scale that the global Avaya cloud services organization brings to managing your communications environment.

Avaya Government Cloud: Avaya's dedicated cloud instance for UCaaS and CCaaS is built in a FedRAMP-certified environment for customers requiring additional levels of security (i.e., Dept of Revenue, Law Enforcement, etc.)

Avaya Spaces: It is a powerful cloud-based team collaboration and meeting app with messaging, audio, and video conferencing file sharing, and more in an easy-to-use application that can be accessed from anywhere, such as a Sourcewell member's laptop on-site, a tablet for remote working, or a mobile phone. Avaya Spaces provides Sourcewell members with just the right balance of features and simplicity.

- Noteworthy: During the COVID-19 pandemic, Avaya provided, free of charge, over 2.5 million Avaya Spaces licenses to educational and medical institutions to allow them to teach and work remotely.

NextGen 911: Our solution provides the Public Safety Access Point (PSAP) with dispatchable end-user location detail in compliance with Kari's Law and Ray Baum's Act.

Device as a Service (DaaS): Enables Sourcewell members to acquire phone sets on a monthly fee basis and reduce up-front capital outlay. Additionally, Sourcewell members can increase or decrease the number of telephone sets quickly and easily, upgrade sets mid-term, if desired, and include remote technical support and advanced parts replacement.

Local Redundancy for Cloud Solutions: The Avaya on-premise gateway solution provides 100% failover and redundancy in the event of loss of connectivity to the data centers.

Communications APIs (CPaaS)

- Elastic SIP: The Avaya cloud SIP trunking offers a flexible and pure consumption-based voice service.
- Avaya Cloud Notification Solution (ACNS)
- Contact Tracing

Subscription Services: Avaya's right-to-use license model removes upgrade and ownership cost barriers vs. a perpetual license model. Subscription aligns customer

		<p>payment with usage and includes a 20% stretch for surges in capacity.</p> <p>Please refer to questions 69 and 70 for a full description of our products and services.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>Avaya expects to work collaboratively with Sourcewell upon award in support of Sourcewell members who are acquiring Unified Communication and Contact Center solutions. As a new holder of the Sourcewell contract, Avaya will meet and work with the Sourcewell Point of Contact to go through the onboarding process as soon as possible. As mentioned in our Marketing Plan described in question 36, Avaya will announce the Sourcewell award through a company-wide notification, followed by multiple training sessions and ongoing refreshers for all stakeholders. Klara Reilly, our Program Manager for Strategic Contracts, will be spearheading these initiatives and will continuously work with Sourcewell, our sales force, partners, and authorized resellers throughout the life of the contract.</p> <p>Avaya strives to excel in all its contracts. Innovative solutions coupled with excellent customer service are our priority. We are recognized in the industry year after year for our solutions and services. We will continue to do the same for the Sourcewell members, both in the U.S. and Canada.</p> <p>Our marketing strategy will be a true collaboration between Avaya and Sourcewell. The sample Flyer provided in the Documentation Section shows a sample of cobranding marketing we look forward to conducting with the Sourcewell community.</p> <p>Avaya has received an award on multiple cooperative contracts in the last few years, and as Avaya's state and local business continues to grow, each contract has seen continuous organic growth. We expect the same with the Sourcewell contract.</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>Avaya has a long-standing, reputable, and industry-recognized hardware/on-premise delivery model and is transitioning customers to a software/cloud delivery model.</p> <ul style="list-style-type: none"> • On July 12, 2022, Avaya completed a \$250 million exchangeable notes offering and raised an additional \$350 million through a term loan add-on. • Avaya announced cost-cutting measures of \$225 million to \$250 million on July 28, 2022. Net of estimated restructuring costs, these cost-cutting measures are expected to provide net savings of over \$200 million. The Company has already commenced operationalizing these savings and expects them to yield quantifiable savings beginning in the first quarter of fiscal 2023. • Avaya is currently engaging with advisors to assess its options to address the 2023 convertible notes. <p>On August 9, 2022, Avaya filed a Preliminary Third Quarter Fiscal 2022 Results with the following highlights:</p> <ul style="list-style-type: none"> • Revenues of \$577 million, down 20% year over year in constant currency • Cloud ARR (Annualized Recurring Revenue) was approximately \$838 million, up 12% sequentially and 97% from a year ago • CAPS (Cloud, Alliance Partner, and Subscription) was 53% of revenue, up from 40% a year ago • Software and Services were 88% of revenue; Software was 62% of revenue • Recurring revenue was 70% of revenue, up from 64% a year ago • GAAP Operating loss was \$1,353 million, and Non-GAAP Operating income was \$20 million • GAAP Net loss was \$1,408 million, and Non-GAAP Net loss was \$20 million, which excludes non-cash impairment charges of \$1,272 million • Adjusted EBITDA was \$54 million, 9% of revenue, versus 24% a year ago • GAAP Diluted Loss Per Share of \$16.27 and Non-GAAP Diluted Loss Per Share of \$0.24 • Ending cash and cash equivalents were \$217 million. If adjusted for the net proceeds of the July 2022 financings and the partial use of proceeds therefrom to repurchase approximately \$129 million of convertible notes, cash and cash equivalents would be \$404 million with an additional \$221 million of restricted cash held in escrow. • Among other things, these financings help support the Company's transition from its historical Cap-Ex licensing model to a Subscription and Cloud model, and also extend the duration of its capital structure maturity profile. Other than the 2023 convertible notes, Avaya does not have any material-funded debt maturity until calendar 2027 and 2028. <p>Appointed on July 28, 2022, Alan Masarek, President and CEO of Avaya, said, "Our preliminary financial results for the quarter reflect operational and executional shortcomings, amplified against the backdrop of a volatile economic environment. We are taking aggressive actions to right-size Avaya's cost structure to align with our contractual, recurring revenue business model. We have already begun operationalizing our recently announced savings initiatives and expect to identify additional areas as our work continues. At the same time, we will focus our investments on driving innovation and advancing product development for the benefit of our customers. The July 2022 financings, together with our cost-cutting initiatives, are important steps towards maintaining our financial and operating flexibility to continue to invest in our business and to sustain our business model transition. Although we have a lot of work to do, we have a tremendous foundation to build on as we become a stronger, leaner, more agile, and innovative organization."</p> <p>Additional Financial Information:</p> <ul style="list-style-type: none"> • Avaya's parent, Avaya Holdings Inc., is publicly traded on the NYSE as "AVYA." • Avaya is a Fortune 1000 company • FY2021 Financial Highlights (October 2020 – September 2021): <ul style="list-style-type: none"> o Revenue: \$2.973 billion o EBITDA: \$719 million • A copy of the 2021 Annual Report is provided in the Financial documentation section.
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13	What is your US market share for the solutions that you are proposing?	<p>Avaya is a leading pure-play Unified Communications & Collaboration and Contact Center software company with a significant market share, as illustrated below:</p> <p>Contact Center Market Share:</p> <ul style="list-style-type: none"> • #1 in Global Contact Center prem and cloud (based on subscribers and seats (Source: Synergy Research CY2021) • #1 in Global Premise Contact Center (based on shipments Source: MZA CY2020) • Avaya market share: ~31% <p>Contact Center Highlights:</p> <ul style="list-style-type: none"> • Avaya has Contact Center customers in 143 countries • Avaya has 6 million+ Contact Center Seats • 43% of Fortune Global 500 rely on Avaya Contact Center solutions (2021 Fortune Global 500) • 70% of the top global airlines use Avaya Contact Center Solutions (Source: Statista 2021) • 86% of the top 49 Commercial & Savings banks rely on Avaya Contact Center solutions (2021 Fortune Global 500) • The top 7 US Health Insurance and Managed Care companies rely on Avaya Contact Center solutions (2021 Fortune 500) <p>Unified Communications Market Share:</p> <ul style="list-style-type: none"> • #2 in Unified Communications Globally (Source: OMDIA Research - 2021) o Avaya Market Share: ~19% o 100+ million UC lines <p>Additional Avaya Market Share Highlights:</p> <ul style="list-style-type: none"> • > 90,000 customers globally • More than 4,800 educational institutions worldwide trust Avaya for their communications systems • More than 5,800 healthcare institutions around the world rely on Avaya • Governments in 40 countries rely on Avaya
14	What is your Canadian market share for the solutions that you are proposing?	<p>Avaya does not separately report Canadian revenue; however, Canada is Avaya's fourth largest market globally.</p> <p>Approximately 30% of Canadian businesses rely on Avaya for their communications needs.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>In 2017, Avaya Holdings Corp., Avaya's parent company, filed for Chapter 11 restructuring bankruptcy. On December 15, 2017, Avaya Holdings Corp. announced that it had successfully completed its debt restructuring and emerged from chapter 11. It applied fresh start accounting, which required the allocation of its reorganization value to its individual assets based on their estimated fair values.</p>

<p>16</p>	<p>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.</p> <p>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?</p> <p>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?</p>	<p>b) Avaya is a manufacturer of hardware and software with more than 6000 employees providing a comprehensive portfolio of Unified Communications as a Service (UCaaS), Contact Center as a Service (CCaaS), and Communications Platform as a Service (CPaaS) solutions.</p> <p>Avaya has a dedicated Public Sector unit to serve and meet the unique needs of government, state/local, K-12, higher education, and non-profit organizations. The Avaya Public Sector team consists of sales, engineering, contracting, contract management, and pricing professionals who have an average of 20 years of industry experience.</p> <p>Avaya's focus on a customer-driven, channel-engaged business model, ensures customers can use their preferred procurement route for easy access to Avaya's leading technology solutions. This business model will be no different for Sourcwell members as they will be able to procure Avaya products and services directly from Avaya or one of our many local partners listed on the contract. Avaya sales, engineering, and channel teams will work actively with partners to define Avaya and partner roles to meet Sourcwell member requirements.</p> <p>Avaya has over 4,200 authorized partners and operates a channel organization to support both partners and their customers.</p> <p>With the direct and partner sales model, Sourcwell members have the flexibility to buy Avaya products and services from whom they prefer and can do so with the confidence of Avaya's industry-leading solutions behind it.</p> <p>The Sourcwell Account Team will be led by Jon Newton, Director, Public Sector – West, and a direct report to Jenifer Bond, Vice President, State, Local, and Education.</p> <p>Klara Reilly, Program Manager, Strategic Contracts, will serve as the Sourcwell Program Manager.</p> <p>Elizabeth McCauley, Director of Channels – Public Sector, will lead the team for Avaya's authorized partners and resellers' engagements with Sourcwell members. The entire team has access to all parts of the organization to provide the best solutions and customer support required by Sourcwell members. The Public Sector and channels team communicate and collaborate with both customer and partner to ensure the customer's requirements are met.</p> <p>The Account Team will make use of the vast Avaya partner and distribution community. Our partners will work with end users to define a product set and accompany the Scope of Work (SOW), the end customer will issue a purchase order, and the partner will place the order with a distributor. Avaya will work with that distributor to ensure all Avaya products are available and provided in a timely manner.</p> <p>Avaya's teams consist of Avaya employees; however, Avaya may utilize contractors as business needs require.</p>
<p>17</p>	<p>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.</p>	<p>Avaya has the necessary licenses to provide its products, services, and solutions throughout the United States and Canada.</p> <p>Avaya is proud of its commitment to delivering services that comply with government and industry standards. Avaya maintains its systems to industry standards and compliance as well as holds numerous certifications.</p> <p>Below is a sample list of Avaya's key certifications and compliance standards:</p> <ul style="list-style-type: none"> • HIPAA: Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. • PCI-DSS: Payment Card Industry Data Security Standard. PCI DSS an information security standard for organizations that handle branded credit cards. • FedRAMP Moderate Impact Level: Federal Risk and Authorization Management Program Moderate Impact Level is the standard for cloud computing security for "controlled, unclassified information" (CUI) across federal government agencies. • JITC Certification: Joint Interoperability Test Command. JITC tests technologies that pertain to the multiple branches of the armed services and government • ISO 9001:2015: ISO 9001 is the international standard that specifies requirements for a quality management system. • ISO 14001:2015: ISO 14001 sets out the criteria for an environmental management system • ISO 27001: ISO 27001 is an internationally recognized specification for an Information Security Management System, or ISMS. • Cloud Security Alliance (CSA) STAR: The CSA STAR Certification is a

		<p>rigorous third-party independent assessment of the security of a cloud service provider. This technology-neutral certification leverages the requirements of the ISO/IEC 27001:2013 management system standard together with the CSA Cloud Controls Matrix.</p> <ul style="list-style-type: none"> • Cloud Security Alliance (CSA) CAIQ: The Consensus Assessments Initiative Questionnaire (CAIQ) is a survey provided by the Cloud Security Alliance (CSA) for cloud consumers and auditors to assess the security capabilities of a cloud service provider. • Federal Information Processing Standards (FIPS) 140-2: FIPS 140-2 is an information technology security accreditation program for validating that the cryptographic modules produced by private sector companies meet well-defined security standards. • National Institute of Standards and Technology (NIST): NIST compliance broadly means adhering to the NIST security standards and best practices set forth by the government agency for the protection of data used by the government and its contractors. • OAuth2: OAuth 2.0, which stands for “Open Authorization,” is a standard designed to allow a website or application to access resources hosted by other web apps on behalf of a user. • General Data Protection Regulation (GDPR): The GDPR is a legal standard that protects the personal data of European Union (EU) citizens and affects any organization that stores or processes their personal data, even if it does not have a business presence in the EU. <p>Additionally, Avaya’s data center providers maintain a comprehensive list of certifications, licenses, and industry compliance standards, including, but not limited to:</p> <ul style="list-style-type: none"> • Tier 3-4 rated certifications: Tier 3: A data center with multiple paths for power and cooling, and redundant systems that allow the staff to work on the setup without taking it offline. This tier has an expected uptime of 99.982% per year. Tier 4: A completely fault-tolerant data center with redundancy for every component. • SOC 2-3 Type II: Service Organization Control (SOC) audit on how a cloud-based service provider handles sensitive information • PCI-DSS: PCI DSS is an information security standard for organizations that handle branded credit cards. • HIPAA: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge. • The HITECH (Health Information Technology for Economic and Clinical Health) Act of 2009 is legislation that was created to stimulate the adoption of electronic health records (EHR) and supporting technology in the United States. • HITRUST CSF: The HITRUST Common Security Framework (HITRUST CSF) is a certifiable framework that provides organizations with a comprehensive, flexible, and efficient approach to regulatory compliance and risk management • ISO 27001: ISO 27001 is an internationally recognized specification for an Information Security Management System or ISMS. • NIST 800-53: The NIST 800-53 is a cybersecurity standard and compliance framework developed by the National Institute of Standards in Technology. • FISMA (Federal Information Security Management Act): FISMA is U.S. government legislation that defines a comprehensive framework to protect government information, operations, and assets against threats • ISAE3402: International Standard of Assurance Engagements 3402 is the internationally recognized auditing standard for auditing the internal control system (ICS) of outsourcing service providers. • IDW PS951 (German SAS 70): The auditing standard IDW PS 951 specifies requirements for auditing the ICS of a service company.
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Avaya has had no suspension or disbarment.

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	<p>Since its spin-off from Lucent in 2000, Avaya has been the recipient of countless awards and recognition opportunities. Avaya is proud of these awards and understands that meeting evolving customer needs requires continuous innovation and investment – that’s why Avaya has invested over \$600M in Research & Development (R&D) during the past three years. In fact, Avaya has over 4,300 patents!</p> <p>This type of R&D commitment means Sourcewell members can benefit from the</p>

latest communications solutions today and can feel confident that the innovation will continue in the future.

Below are awards and recognition Avaya has received in the past five years:

2022

- Ventana Research Names Avaya Leader in Customer Experience
- 2022 Aragon Research Globe for Team Collaboration
- 2021-2022 The Cloud Awards- Best Use of Telephony/Unified Communications in Cloud Computing
- Frost and Sullivan Best Practices Award 2022
- MetriStar Top Provider for Workforce Optimization Platform 2022
- Software Reviews Leader 2021 for CCaaS
- TMC 2022 Internet Telephony Product of the Year Award- Avaya OneCloud UCaaS
- TMC 2022 Customer Product of the Year Award- Avaya OneCloud CCaaS
- 2022 CRN Partner Program Guide
- 2022 Gold Stevie Award for Avaya OneCloud
- TrustRadius 2022 Top Rated Award for Avaya OneCloud CCaaS
- 2022 People's Choice Award for Avaya OneCloud
- 2021 Frost and Sullivan Competitive Strategy Leadership Award
- UC Today 2022 Most Innovative Product of the Year

2021

- Forbes Best Employers 2021
- 2021 Contact Center Technology Award from Customer Magazine
- TMC 2021 Cloud Computing Excellence Award for Avaya Cloud Office
- Frost and Sullivan Best Practices Award 2021
- UC Today 2021 Awards for Avaya OneCloud CPaaS
- UC Today: 2021 Best Use of AI for Avaya Spaces
- UC Today: 2021 Best CPaaS Solution for Avaya OneCloud CPaaS
- 2021 Aragon Research Globe for Intelligent Contact Center
- Avaya OneCloud UCaaS Scores High Customer Sentiment Ratings in MetriStar Study
- 2021 Aragon Research Globe for Unified Communications and Collaboration
- TMC 2021 Customer Product of the year Award
- Ventana Research Names Avaya a Top CCaaS Provider
- 2021 Aragon Research Globe for Video Conferencing
- Newsweek: America's Most Responsible Companies 2021

2020

- Visa Global Registry 2020
- CRN 5-Star Rating for Avaya Edge Partner Program
- 2020 Aragon Research Globe for Unified Communications and Collaboration
- Managed.IT Editor's Choice Award Winner for Avaya Spaces
- Best of Enterprise Connect 2020 for Avaya Spaces
- 2020 Customer Magazine Product of the Year
- 2020 Frost and Sullivan Best Practices Awards
- 2020 Internet Telephony Product of the Year Award
- 2020 Aragon Research Globe for Intelligent Contact Center
- 2020 Customer Magazine Product of the Year for Unified Communications
- 2020 Customer Magazine Contact Center Technology Award for Avaya OneCloud CCaaS
- Industry Wired Magazine: World's Top 10 Best Contact Center Solution Providers
- Avaya Named one of five "Most Culturally Powerful Companies" in the Americas
- 2020 Tech Cares Award from Trust Radius
- TSIA 2020 STAR Award for Avaya OneCloud Subscription
- Digital.com: The Best VOIP Phone Services of 2020
- Digital.com: Best Business Phone Services of 2020
- Frost and Sullivan Award for Excellence in Healthcare Solutions
- Digital.com: Best Business Phone Services of 2020

2019

- Gold in 2019 Stevie Awards for Sales & Customer Service
- 2019 Edison Patent Award in Information Technology
- 2019 TMC Product of the year Award for Unified Communications
- Internet Telephony Magazine 2019 Unified Communications Excellence Award
- IDC MarketScape Worldwide Unified Communications and Collaboration 2019

Vendor Assessment

- 2019 Network Middle East Innovation Awards Unified Communication Vendor of the Year
- 2019 Channel Awards Reseller ME Partner Excellence Award for Avaya Edge
- Gartner Peer Insights Customers' Choice for Unified Communications

2018

- 2018 Gold at IT World Awards for Business Intelligence and Analytics
- 2018 UC Awards for Best Endpoint Solution
- 2018 Conarec Award for IP Telephony Platform
- 2018 Conarec Award for Technology Partner

		<ul style="list-style-type: none"> 2018 Conarec Award for Automated Call Distribution 	
20	What percentage of your sales are to the governmental sector in the past three years	<p>Avaya does not separately report sales for its government sector; however, sales to the United States Federal Government for the prior two fiscal years are listed below:</p> <ul style="list-style-type: none"> Fiscal Year 2021: \$231 million (7.76%) Fiscal Year 2020: \$230 million (8.00%) <p>In the fall of 2020, the U.S. Social Security Administration (SSA) announced its selection of Avaya to provide its cloud portfolio of Contact Center, Unified Communications, and Collaboration services to SSA's 62,000 employees who support the 65 million Americans who rely on the SSA. This is a perfect example of Avaya's commitment to government customers. The press release can be found here: U.S. Social Security Administration to Enhance Customer Experience for Millions of Americans with Avaya Communications Solutions, Providing Next-Generation Service and Increased Efficiency</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>Avaya does not separately report sales for its education sector. As noted in Question 13, Avaya serves more than 4,800 educational institutions for their communications systems – from pre-schools to R1 research universities and everything in between. Examples of Avaya education customers include:</p> <ul style="list-style-type: none"> Clemson University Florida State University St. John's Lutheran School (Chicago) Oswego Community Unit School – District 308 (Chicago) Gottesman RTW Academy (New Jersey) West Chester University (Pennsylvania) McMaster University (Ontario, Canada) Central Islip School District (New York) Albuquerque Public Schools Five (5) of the eight (8) Ivy League universities rely on Avaya solutions. 	*
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>Approximately three years ago, Avaya formed a dedicated State/Local/Education (SLED) team to focus on the unique needs of this community. One of our strategic initiatives in this segment is to provide greater customer access and contracting options to acquire Avaya's products and services in an effective and efficient manner. In the past two years, Avaya has been awarded over five direct contracts in the SLED space.</p> <p>Avaya's cooperative purchasing contracts include:</p> <ul style="list-style-type: none"> PEPPM (4 states) <ul style="list-style-type: none"> \$1.2M 3-yr revenue Renewal with 49 states awarded 11/2022 National Cooperative Purchasing Alliance (NCPA) <ul style="list-style-type: none"> \$2.0M – Awarded 12/2020 The Interlocal Purchasing System (TIPS) <ul style="list-style-type: none"> \$50K – Awarded 5/2021 State of Texas Department of Information Resources: Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services <ul style="list-style-type: none"> \$1.9M - Awarded 8/2021 Texas Department of Information Resources: Software as a Service (SaaS) <ul style="list-style-type: none"> \$0 - Awarded 8/2022 <p>Avaya Direct State Contracts:</p> <ul style="list-style-type: none"> Commonwealth of Kentucky: ~\$2M New Jersey: ~\$15M New York: ~\$1M Louisiana: ~\$600K (Awarded 9/2022) <p>Avaya Indirect State/Federal/Provincial Contracts: Through its partners, Avaya serves the communications needs of numerous State, Federal, and Provincial customers.</p>	*
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?	<p>GSA IT Schedule Price List - Contract# GS-35F-0156V</p> <p>GSA Reported Sales:</p> <ul style="list-style-type: none"> Total YTD FY2022: \$31,596,159.15 Total FY2021: \$34,511,218.42 Total FY2020: \$26,991,452.30 	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
McMaster University	Paula Brown -Hackett, Director, Campus (CORE) Infrastructure Systems	905-525-9140 X27070	*
Florida State University	Bobby Sprinkle, Chief Technology Officer	850-644-2265	*
Leon County Government	Michelle Taylor, Chief Information Officer, Office of Information Technology	850-606-5511	*

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 *	
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	\$22-\$42,190,560	\$274,898,684	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	\$8-\$3,104,037	\$46,110,661	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	\$6-\$2,470,980	\$36,578,287	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	\$54-\$5,832,034	\$35,714,615	*
Entity Name is Optional	Government	District of Columbia - DC	Comprehensive UCaaS and/or CCaaS Solution with related hardware and professional services.	\$56-\$3,760,743	\$33,457,265	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>Avaya's Public Sector pre-sales team is comprised of approximately 100 professionals dispersed throughout the United States. Avaya understands the importance of "being close to the customer" and currently has sales, pre-sale engineering, proposal, and business development employees in more than 20 states, including: Alabama, California, Colorado, District of Columbia, Florida, Georgia, Idaho, Illinois, Maryland, Massachusetts, Michigan, Mississippi, Nevada, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Pennsylvania, Texas, Vermont, Virginia, and Washington.</p> <p>Beyond the Avaya sales force noted above, our customer reach expands significantly when coupled with our vast partner network salesforce located throughout the United States and Canada. Globally, Avaya has more than 4,200 authorized resellers/partners, including ~200 supporting Canadian customers.</p> <p>Additionally, Avaya has offices located throughout the United States and Canada. Avaya offices provide a physical location for customer, partner, and Avaya teams to meet, to collaborate, or to participate in a solution demonstration.</p> <ul style="list-style-type: none"> • Avaya Corporate Headquarters: 2605 Meridian Parkway, Durham, NC, 27713 • Avaya Public Sector Headquarters: 12730 Fair Lakes Circle, Fairfax, VA, 22033 <p>Sales Offices:</p> <ul style="list-style-type: none"> o 350 Mount Kemble Avenue, Morristown, NJ, 07960, o 1 Penn Plaza, Suite 1600 & 1630, New York, NY, 10119 o 6021 Connection Drive, Irving, TX, 75039, o 12121 Grant Street, Thornton, CO, 80241 o 425 Legget Drive, Ottawa, Ontario K2K 2W2 <p>Avaya's offices in New York and Fairfax are also home to our Customer Briefing Centers. From these centers, Sourcwell members can engage in an on-site, virtual, or hybrid briefing experience, with immersive displays and visual, interactive elements. Customers can explore our market-leading solutions based on specific business scenarios and use cases. From strategic overviews to detailed technical demonstrations, our briefing team is available for Sourcwell members virtually or in our Customer Briefing Centers.</p> <p>As noted in Question 16, the Sourcwell Account Team will be led by Jon Newton, Director, Public Sector – West, and a direct report to Jenifer Bond, Vice President, State, Local, and Education. The team is accountable for providing all transactional quoting, engineering design, sales engagement, contract negotiation, and business support activities. As the relationship owner, the Account Team will advocate for this contract by utilizing and collaborating with Avaya's internal teams for:</p> <ul style="list-style-type: none"> • Custom / complex solutions • Issue management/resolution • Executive leadership sponsorship <p>Klara Reilly, Program Manager, Strategic Contracts, will serve as the Sourcwell Program Manager, and Elizabeth McCauley, Director of Channels – Public Sector, will lead the team for Avaya's authorized partner and reseller engagements with Sourcwell members.</p>
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27	Dealer network or other distribution methods.	<p>In addition to Avaya's direct sales force, Avaya uses authorized resellers/partners to extend its reach and breadth to meet customers' telecommunications needs. Avaya Authorized Resellers/partners are highly valued and critical to our success and to that of our customers. Globally, Avaya has more than 4,200 authorized resellers/partners, including ~200 supporting Canadian customers. Avaya's worldwide innovative partner program is designed to support our Resellers to provide exceptional customer experiences by:</p> <ul style="list-style-type: none"> • Actively supporting a Reseller's go-to-market model based on their targeted customer segments, expertise, and geographic location • Significantly expanding customer access to Avaya's solutions by allowing vendor choice <p>To support its partners, and ultimately Avaya's customers, Avaya has one the best partner programs in the industry, the Avaya Edge Program. The Avaya Edge Program is a worldwide innovative partner program that provides an opportunity for partners to differentiate their company in the market and gives unprecedented access to a comprehensive set of benefits, including:</p> <ul style="list-style-type: none"> • Sales & Marketing • Pricing support • Market Development Funds • Demo Program / Customer Briefing Center • Training and certifications • Technical Resources • Avaya design & technical support • RFP response assistance • Post-sales support • Avaya certification and credentials • Integration Expertise <p>Avaya's authorized resellers serve as an extension of Avaya and can deliver Avaya solutions directly to Sourcewell customers, including quoting, design, contracting, delivery, implementation, integration, training, and invoicing.</p> <p>Upon award, and as described in our Marketing Plan (Question 36), Avaya will onboard and train partners on the Sourcewell program.</p>
28	Service force.	<p>Avaya understands that the customer's journey begins after the sale; that's why Avaya takes service and support so seriously – from project implementation to Moves/Adds/Changes/Deletes (MACDs) to trouble ticketing to billing and everything in between. When critical infrastructure, like telecommunications, goes down, it impacts all stakeholders in the organization's eco-system- employees, customers, business partners, students, parents, constituents, etc. That's why Avaya is always focused on proactively safeguarding the performance and availability of our customers' communications systems. To begin, Avaya is pleased to share several "fast facts" about Avaya's service and support:</p> <ul style="list-style-type: none"> • >3000 Service and Technical experts supporting customers • 24/7/365 customer service in 42 countries and 16 languages • 20 support centers around the globe • 1.5M service requests handled annually • 91% of all outages resolved in less than two (2) hours • 84% of online chat inquiries resolved in less than one (1) hour • Avaya systems auto-resolve issues before customers even know they exist o Avaya Proactive Prevention reduces outage probability by 73% and resolves 96% of all alarms without human intervention <p>Avaya's commitment to a positive customer experience begins with implementation; therefore, Avaya assigns a cloud implementation team for many of its cloud deployment platforms (including Avaya Enterprise Cloud and Avaya Government Cloud). This team of subject matter experts is included at no additional charge and is responsible for the successful implementation and turn-up of the cloud communications solution. The team includes the following members:</p> <ul style="list-style-type: none"> • Project Manager: Overall project success • Enterprise Architect: Cloud Architecting and design • Project Coordinator: Serves as a deputy to the Program Manager • Transition Coordinator: Manages transition and onboarding • Integration Manager: Application Integration • Customer Success Manager: Customer advocate for the life of the service <p>Unique to Avaya cloud solutions is the Customer Success Manager (CSM) assigned to the customer for the life of the program, with the primary role of acting as the customer advocate between Avaya Operations Services and the customers to ensure customer satisfaction and to meet operational service level agreements. Additional service and support responsibilities include:</p> <ul style="list-style-type: none"> • Participates in the onboarding process (initial and new users) • Customer advocate/escalation point into service delivery team 24 x 7 • Owns Root Cause Analysis and facilitates technical input, and tracks corrective

actions

- Conduct operational reviews
- Administer customer satisfaction surveys and discuss improvement areas with the client

Additionally, customers of Avaya cloud deployments receive an Operations Support Guide – a comprehensive document completed by both Avaya and the customer that outlines the service operations, including, but not limited to, service delivery information, escalation contacts, Avaya support/service desk, service monitoring, and administration for MACDs.

With Avaya's Cloud Administrative Portal (Self-service) and Management Service Platform, customers have numerous self-service functions available 24x7, including:

- MACD administration (some functions required Avaya support)
- Access to real-time & dynamic operation dashboards
 - o Voice Quality
 - o Contact Center productivity and statistics
 - o Solution Health
 - o Incident Summary
 - o Access to the Avaya Service Desk (open and view service tickets)

Avaya's on-premise customers have the option to choose the type of service options that best meets their needs. Highlights of these options include:

Support Advantage Essential: provides 24x7 remote technical support, access to the Avaya Support Website, updates and fixes, and Avaya Secure Access Link (SAL) gateway software to enable remote support.

Upgrade Advantage: An economical way to receive major software upgrades on a subscription basis as they become available during the contract term.

Advance Parts Replacement: Advance Parts Replacement can be purchased for certain covered Avaya products and is available with the next business day and two different four-hour delivery time options (8x5x4 and 24x7x4) in selected countries. This feature provides customers with certified Avaya parts, helping customers avoid having to carry their own parts inventory.

Onsite Support: With the Onsite Support feature, which includes Advance Parts Replacement, Avaya dispatches technical resources when onsite support is needed and replaces defective parts, except terminals, providing additional support coverage and access to Avaya expertise when customers need it most. This feature helps customers avoid having to maintain and train in-house expertise for Avaya products, as well as not having to carry their own parts inventory.

Whichever Avaya solution Sourcewell customers choose, Avaya Customer Service is simply a chat, phone call, video call, email, or web ticket away – ready to support and resolve. And backed by some of the most robust Service Level Agreements in the industry.

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>Customers request quotes and associated Statements of Work from their Avaya contact (Avaya account manager or reseller). Upon quote, and Statement of Work acceptance, Sourcewell customers issue Purchase Orders to the quoting entity with the appropriate contract number listed on the Purchase Order to ensure accurate pricing reporting and administrative fee payment.</p> <p>Avaya works with three primary distributors: TD SYNEX, ScanSource, and Jenne.</p> <p>SYNEX - Founded in 1980, TD SYNEX Corporation (NYSE: SNX) is an industry leader in IT distribution, providing comprehensive logistics to help business partners grow and enhance their customer engagement strategies. TD SYNEX is headquartered in Fremont, CA, with global operations and is ranked #130 in 2020 Fortune 200 Industry Awards.</p> <p>ScanSource – A leading global provider of technology products and solutions. Its goal is to be the center of the solution delivery channel, connecting businesses and providing solutions for their complex needs. Its partners include value-added resellers (VARs), sales partners or agents, independent sales organizations (ISOs), and independent software vendors (ISVs).</p> <p>Jenne - In its more than 30 years in business, Jenne has focused on offering and supporting the channel's leading product solutions in Unified Communications and Collaboration, Networking and Infrastructure, Physical Security, Video Conferencing, and the Internet of Things, to thousands of customers from coast to coast. Jenne's high-touch, fast-response model of outstanding service and support allows its partners to be more successful and move quickly with on-time, accurate delivery from its state-of-the-art distribution center. Today, Jenne, Inc. continues to grow and thrive by having developed into one of the nation's largest technology distributors.</p>
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>Customers with Avaya's Cloud Solutions benefit from Service management twenty-four (24) hours a day, seven (7) days a week, 365 days a year, backed by globally deployed Avaya Network Operations Centers and Service Level Objectives. Additionally, Avaya provides customers access to two cloud management tools to submit service requests and view cloud dashboards:</p> <ul style="list-style-type: none"> • Avaya Cloud Admin Portal for self-service and • Avaya Management Service Platform (AMSP) <p>Avaya Cloud Admin Portal The Avaya Cloud Admin Portal is a single pane of glass interface that delivers self-service capabilities for Avaya Cloud deployments. Once a customer deployment is complete, the web-based portal provides operational and administrative services enabling a customer administrator to execute Moves, Adds, Changes, and Deletes (MACDs) without having to open an Avaya ticket. Tickets are still required for certain functions not supported in the Admin Portal.</p> <p>It also provides a Self-Care Portal for end users to personalize their UCaaS experience and change their passwords. Authentication for both the Admin and Self-Care Portals will be via SAML SSO/LDAP.</p> <p>With the Avaya Cloud Admin Portal, the customer can perform user-level MACDs (Moves, Adds, Changes, and Deletions). In addition, the Customer is entitled to an allotment of remote Move, Add, Changes, and Delete (MACD) to be performed by Avaya based on the contracted user volume or agent volume in the Customer's Order.</p> <p>Avaya Service Management Platform (AMSP) The Avaya Management Service Platform provides robust cloud Service Management features, including</p> <ul style="list-style-type: none"> • Access to real-time & dynamic operational dashboards, including Cloud Dashboard, Voice Quality, Solution Health, and map view of Critical and Major incidents with click-through capability. • Login IDs to designated customer IT contacts to view the operational dashboards; and • Access to the Avaya service desk to open new and view existing service request tickets, including MACD requests. <p>Customers with on-premise solutions and Avaya support coverage benefit from Avaya Support Services, an organization staffed with highly trained Customer System Engineers and remote technical support personnel committed to delivering the best service in the industry. Avaya provides customers with remote monitoring, diagnostics, testing, and resolution through Avaya Support Services centers, which are staffed 24 hours a day, seven (7) days a week, 365 days a year, including holidays. Major alarms and issues continue to be worked on with the Support Services' proactive tools and follow the sun philosophy. Reports and alarms are tracked through the technical service center Service Desk for real-time updates and customer status.</p> <p>Response times vary depending on the criticality of the issue and the support option</p>

selected. Remote access provides Avaya with the quickest diagnostics to determine if an onsite resource is required. Technicians in major metropolitan areas can be onsite in as little as 4 hours.

Avaya Customer Service can be reached via several methods:

- Web access: <https://support.avaya.com/contact/>
 - o Report an outage (total service outage / engage Avaya emergency recovery team)
 - o Available 24/7/365
 - o Engage a live agent via web chat
 - o Open an online service request
- Via telephone:
 - o Customer Service: 866-282-9248
 - o Technical Support: 800-242-2121
 - o Billing Support: 800-852-2436

Avaya's Service Levels are solution dependent. Below are the Service Level Agreements for Avaya's Experience Platform, Enterprise Cloud, Government Cloud, and Spaces.

SLA for Avaya Experience Platform

Target Availability Percentages: Avaya will use commercially reasonable efforts to make the CCaaS Services Available to the Customers in accordance with the Target Availability Percentage of 99.99%.

Availability Credits. Availability Credits, if any, shall be calculated by multiplying the applicable percentage times the amount paid by Customer for the impacted CCaaS Services on a monthly basis and applied against future fees due for the impacted CCaaS Services. The total Availability Credits awarded with respect to any calendar month will not, under any circumstances, exceed 30% of the monthly fee paid to Avaya for the impacted CCaaS Services

Availability:

- 100% - \geq 99.99% =0%
- < 99.99% - \geq 99.0% =10%
- < 99.0% - \geq 0% =30%

Service Levels

Avaya Experience Platform CCaaS Support measures Service Level Objective (SLO) timing from the receipt of completed, actionable information.

Priority Levels

Priority 1

Response: Avaya's response time from receipt of the request to notifying the customer is within 15 minutes.

Restoration: The time from the notification to the point where the service is restored is within 60 minutes.

Resolution: The time from notification to the problem being resolved is within 2 hours of the initial incident.

Priority 2

Response: Avaya's response time from receipt of the request to notifying the customer is within 30 minutes.

Restoration: The time from the notification to the point where the service is restored is within 4 minutes.

Resolution: The time from notification to the problem being resolved is within 8 hours after the initial incident.

Priority 3

Response: Avaya's response time from receipt of the request to notifying the customer is within 1 hour.

Restoration: The time from the notification to the point where the service is restored is within 2 business days.

Resolution: The time from notification to the problem being resolved is within 5 business days.

Priority 4

Response: Avaya's response time from receipt of the request to notifying the customer is within 1 business day.

Restoration: the time from the notification to the point where the service is restored is within 5 business days.

SLAs for Avaya Enterprise Cloud

The Service Levels provided below are for the Avaya Enterprise Cloud UCaaS Service. Service Levels will start on the next Business Day following the Service

Activation Date and will be measured monthly based exclusively on the information included by Avaya.

Incident Severity Definitions

Incidents will be classified in accordance with the following incident severities:

Critical Incident:

Incident that:

- Results in a loss of service that impacts all End Users assigned to a data center; and/or
- Causes a complete loss of core functionality, such as call processing

Major Incident

Incident that:

- Results in a loss of service that impacts a large number of End Users, typically more than 25% of End Users.
- Causes a partial loss or severe degradation of core functionality such as call processing.

Minor Incident

Incident that does not significantly affect Customer's normal business operations, including an Incident that affects:

- A small number of End Users, including single End User affecting incidents; or
- Availability or operation of a particular feature or functionality.

Service Level Description and Targets

The Service will be performed in accordance with the following Service Levels:

Time to Notify: Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to the Customer.

A Critical Incident has a target of ≤15 minutes for 95% of Incidents.

A Major Incident has a target of ≤60 minutes for 95% of Incidents.

Time to Restore: Elapsed time from creation of an Incident Record until Avaya has restored Normal Service Operation

A Critical Incident has a target MTTR ≤ 4 hours

A Major Incident has a target MTTR ≤ 6 hours

A Minor Incident has a target Next Business Day for 85% of Incidents

Calculation:

MTTR is X divided by Y where:

- X is equal to the sum of the Time to Restore periods for all Incidents with the same Incident Severity which have occurred during the month; and
- Y is equal to the total number of Incidents with the same Incident Severity that have occurred during the month.

Availability

The following Availability targets apply to the provision of Avaya Enterprise Cloud UCaaS:

UCaaS Bundles – Availability target of 99.99%

The monthly Availability performance (%) for an Avaya Enterprise Cloud UCaaS Service Element will be calculated in accordance with the following formula:

Formula: Monthly Availability performance (%) = $(A - B - C) / (A - C) \times 100\%$

where:

A = total number of minutes in a month,

B = total number of minutes the AEC Service has been Out of Service during a month

C = Scheduled maintenance time or planned downtime

Example: A = 31 days × 24 hours × 60 minutes = 44640 minutes

B = 15 minutes

C = 120 minutes

Monthly Availability performance (%) = $((44640 - 15 - 120) / (44640 - 120)) \times 100\% = 99.966\%$

Out of Service for each Avaya AEC Service element is defined as follows:

UCaaS Bundles- Loss of call processing functionality due to a Critical Incident.

SLA for Avaya Government Cloud

The Service will be performed in accordance with the following Service Levels:

Time to Notify: Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to the Customer.

		<p>A Critical Incident has a target of ≤15 minutes for 95% of Incidents. A Major Incident has a target of ≤60 minutes for 95% of Incidents.</p> <p>Time to Restore: Elapsed time from creation of an Incident Record until Avaya has restored Normal Service Operation A Critical Incident has a target MTTR ≤ 4 hours A Major Incident has a target MTTR ≤ 6 hours A Minor Incident has a target Next Business Day for 85% of Incidents Calculation: MTTR is X divided by Y where: • X is equal to the sum of the Time to Restore periods for all Incidents with the same Incident Severity which have occurred during the month; and • Y is equal to the total number of Incidents with the same Incident Severity that have occurred during the month.</p> <p>Availability The following Availability targets apply to the Service Elements: UC Basic, UC Core and UC Power Bundles – Availability target of 99.99% CC Basic Voice Bundle: 99.99% CC – Call Recording: 99.90%</p> <p>The monthly Availability performance (%) for an Avaya AGC UCaaS Service Element will be calculated in accordance with the following formula: Formula: Monthly Availability performance (%) = (A – B- C) / (A – C) × 100% where: A = total number of minutes in a month, B = total number of minutes the AGC Service has been Out of Service during a month C = Scheduled maintenance time or planned downtime Example: A = 31 days × 24 hours × 60 minutes = 44640 minutes B = 15 minutes C = 120 minutes Monthly Availability performance (%) = ((44640-15-120) / (44640-120)) * 100% = 99.966%</p> <p>Out of Service for each Avaya AGC Service element is defined as follows: • UCaaS Bundles: Loss of call processing functionality due to a Critical Incident. Call Processing is when end users cannot make or receive calls. • Contact Center – Voice: Loss of call routing functionality due to a Critical Incident. • Contact Center – Recording: Loss of contact recording functionality due to a Critical Incident.</p> <p>SLA for Avaya Spaces Target Availability Percentage - Avaya will use commercially reasonable efforts to make the Cloud Services Available to Customer in accordance with the Target Availability Percentages for the Cloud Spaces Services: 99.99%.</p> <p>Availability Credits - Availability Credits, if any, shall be calculated by multiplying the applicable percentage from the table below times the amount paid by Customer for the impacted Cloud Services on a monthly basis and applied against future fees due for the impacted Cloud Services. The total Availability Credits awarded with respect to any calendar month will not, under any circumstances, exceed ten percent (10 %) of the monthly fee paid to Avaya for the impacted Cloud Services.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Avaya and its partners are ready to promote and sell products and services with the participating entities in the United States. Please see our Marketing Plan in question 36, and the Draft Marketing Flyer in the Additional Documentation Section. *
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Avaya provides products and services throughout the United States and Canada. Please see our Marketing Plan in question 36, and the Draft Marketing Flyer in the Additional Documentation Section. *
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Avaya has no geographic restrictions in the United States or 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?	Avaya can provide services to any Sourcewell entity in the United States and Canada. *

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Avaya has no specific contract requirements or restrictions for providing services in Hawaii, Alaska or the US territories.	*
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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>Avaya has a Strategic Contracts Program that supports all activities required to administer and grow contracts after award. The Program will oversee the activities required to market the Sourcewell contract. Avaya's contract marketing strategy relies on both direct sales and authorized resellers (channel partners) to reach potential Sourcewell customers. Often, partners have local relationships with customers, so this dual-pronged approach allows Avaya to have a more localized presence, which is important for a contract like Sourcewell. The Avaya contract and sales teams will begin introductions with the Sourcewell team as soon as practicable after from contract award and will then commence contract promotion and training.</p> <p>Initial Announcement Each week, Avaya employees receive a "Weekly Wins" email from the Avaya Global Sales Vice President. This email briefly describes the customer, award, solution summary, and recognizes contributing team members. Promptly upon award notification of a Sourcewell award, the account team will submit the write-up for the "Weekly Win" distribution. This initial notification will be distributed across all relevant sales teams, and will include details on the benefits of the contract and how to increase sales using it.</p> <p>Avaya Stakeholder Training Following the initial general internal announcement, Avaya's Public Sector marketing and the Sourcewell capture team will prepare a web-conference training for Avaya Sourcewell stakeholders to include the following teams:</p> <ul style="list-style-type: none"> • State / Local / Education Sales & Business Development • State / Local / Education Engineering • Public Sector Proposal and Capture • Legal & Contracts • Pricing • Channel Team <p>Topics will include:</p> <ul style="list-style-type: none"> • Sourcewell history, customer background, and geographic locations • How Sourcewell members procure services <ul style="list-style-type: none"> o Website overview o Customer engagement o Order flow o Reporting o Products on the Sourcewell contract o Pricing Overview <p>These general training are repeated as necessary to maintain awareness of the Sourcewell contract.</p> <p>Authorized Reseller/Partner Training As described above, similar training will be provided to all Avaya-authorized resellers on the Sourcewell contract. These partner training are repeated for the partners as necessary to maintain awareness of the Sourcewell contract.</p> <p>Ongoing Sourcewell Internal Training/ Engagements During the next few months, Avaya's public sector field sales teams, along with the Sourcewell team, will conduct virtual or in-person activities to engage customers, qualify opportunities and develop relationships with key stakeholders.</p> <p>In addition to the company-wide notification, Avaya's Public Sector sales force will be invited to a virtual Kickoff led by Klara Reilly, Program Manager – Strategic Contracts. Ms. Reilly will serve as Sourcewell's Executive Sponsor and Program Manager. In addition, she will present to the sales force an overview of the new contract, products, services, and the next steps to commence selling and promoting the new contract to all qualified customers. Ms. Reilly will continue to promote, train, and market the Sourcewell contract throughout the life of the contract.</p> <p>Avaya's Account teams and reseller partners will work directly with assigned Sourcewell Customers. This direct sales strategy enables our teams to be highly knowledgeable about Sourcewell Customers' mission and objectives, enterprise architecture, budget priorities, technology, and service needs. The Account Managers and reseller partners will have</p>

		<p>access to the resources, tools, and information needed to assist Sourcewell customers in making the best possible support decisions to meet their mission objectives.</p> <p>Marketing Campaigns Avaya will conduct marketing campaigns throughout the term of the contract, offering seminars and Sourcewell-specific promotions. Avaya Sales Executives and our Sourcewell resellers will make regular sales calls to eligible Sourcewell members, providing product demonstrations and "Try-it-Buy- It" plans for selected products.</p> <p>Additionally, Avaya will create and maintain a Sourcewell-specific website to include the following information:</p> <ul style="list-style-type: none"> • Sourcewell Price Catalog • Description of Avaya Solutions and Services on contract • Product specifications • How to obtain quotes and place purchase orders via <ul style="list-style-type: none"> o Avaya direct o Authorized Resellers/Channel Partners • Key Avaya contacts by region • Various resource links <p>Due to the customized nature of the offerings and the requirements for an individual Scope of Work (SOW), our sales team will work with the customers to select the best products and solutions for their desired outcomes.</p> <p>Quoting Process: Avaya Sales teams will collaborate with Sourcewell members to select the best products, services, and solutions to meet their needs. Together, they will collaborate to define requirements, develop a statement of work (SOW), and Avaya will develop and present a solution accompanied by a price quote. The Avaya SOWs and quotes will include the Sourcewell contract number.</p> <p>Marketing Team Ariel Wilkins and Susan Pulfer are Avaya's full-time, dedicated Public Sector Marketing Managers (PSMM) with over 35 years of combined experience. Mr. Wilkins and Ms. Pulfer develop and execute a full suite of marketing campaigns and strategies, including:</p> <ul style="list-style-type: none"> • Marketing Collateral (product announcements, solution examples, printed materials, advertisements, etc.) • E-mail communication • Product Demonstrations • Events / Trade Shows / Conferences • Educational Webinars / Seminars • Promotions • Social Media / Blogs / Success Stories • Website Content Management • Printed Materials / Advertisements <p>Mr. Wilkins and Ms. Pulfer will support the marketing efforts for the Sourcewell contract.</p> <p>Plan Management Mr. Wilkins, Avaya's PSMM, is located at the Public Sector Headquarters in Fairfax, VA. Ms. Pulfer is located in Toronto, Ontario. Both support the Public Sector customers, and Avaya Sales teams throughout the United States and Canada. They also have access to and support Avaya's corporate marketing organization to assist with public sector-specific marketing efforts.</p> <p>Avaya is fully committed to supporting and providing our Marketing Team with the necessary resources to succeed in Sourcewell's contract.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Avaya has a strong social media presence with nearly 500,000 followers across various social media platforms.</p> <ul style="list-style-type: none"> • LinkedIn: 356k followers • Facebook: 19.9k followers • Twitter: 83.5k followers • Instagram: 7k followers • YouTube: 13.1k followers • International Avaya User Group (IAUG): 15K users <p>IAUG is one of the world's largest international organizations for communications technology professionals. As the forum for the global Avaya customer community, IAUG provides a voice and resource for Avaya customers everywhere. IAUG is by customers, for customers. Its goal is to provide a platform for Avaya users to connect and work together to troubleshoot, network, and learn.</p> <p>Avaya also has a prospect base from previous interactions with individuals that have expressed interest in Avaya's technology. We leverage marketing emails to keep these individuals informed of our solutions, upcoming events, or thought leadership documents.</p>

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>Upon award, Avaya will work with a Sourcewell point of contact to coordinate and collaborate on the following marketing and promotion activities:</p> <ul style="list-style-type: none"> • Provide the Member List and a revised list for new members as needed. • Coordinate Events / Trade Shows / Conferences • Marketing Collateral (product announcements, solution examples, printed materials, advertisements, etc.) • E-mail communication • Product Demonstrations • Educational Webinars / Seminars • Promotions • Social Media / Blogs / Success Stories • Website Content Management • Printed Materials / Advertisements <p>Sourcewell will be integrated into the Avaya sales process, and sales team will be trained on how to use the contract, and they will be encouraged to recommend Sourcewell to their customers as a preferred contract vehicle to streamline their acquisitions and avoid time-consuming and costly RFPs.</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>Avaya will create a Sourcewell-specific website to include the following information:</p> <ul style="list-style-type: none"> • Sourcewell Price Catalog • A Description of Avaya Solutions and Services Offered • Product specifications • How to obtain quotes and place purchase orders via <ul style="list-style-type: none"> o Avaya direct o Authorized resellers • Key Avaya contacts by region • Various resource links <p>Yes, we have an e-procurement process, however Sourcewell customers will procure Avaya's products and services through Statement of Work (SOW) and Purchase Order process. This ensures customers receive the Sourcewell discounts and pricing, the correct solution and the Sourcewell's Administration fee is properly accounted for each transaction.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Avaya's training modules are solution-specific, and the following outlines the training curriculum for our cloud offerings which are managed service offerings – which means Avaya will handle the operations of the service, including management, diagnostics, upgrades, and maintenance. The managed service also translates to much simpler training requirements for customers as they are not tasked with caring for the service, patching, repairs, etc. The Avaya solution is intuitive and user-friendly. We have found that most customers are able to successfully use our services with an instructor-led “train the trainer” session combined with online, end-user self-paced courses.</p> <p>Our Program Manager will coordinate training and recommended curriculum through the Avaya Learning organization, which offers a mix of instructor-led and self-paced learning options for Sourcewell. Avaya offers various training content geared for each type of user, including IT Administrators, UCaaS end-users, CC agents, and CC supervisors. The following training is included with the service offering.</p> <p>Avaya Experience Platform Training As part of the Avaya AEP CCaaS subscription, Avaya will provide Sourcewell members with access to self-service training resources including videos, user guides, and other documentation.</p> <p>The following training courses are available for all Sourcewell members- including Administrators, Agents, and Supervisors.</p> <p>Getting Started with Avaya Experience Platform-CCaaS Public – All audiences</p> <ul style="list-style-type: none"> • Administering Avaya CCaaS Public – Administrators (Admin Portal) • Administering Avaya CCaaS Public Workflows – Administrators (Orchestration) • Administering Avaya CCaaS Public Self-Service – Administration (Automation) • Using Avaya CCaaS Public for Agents - Agents • Using Avaya CCaaS Public for Supervisors - Supervisors • Administering Avaya CCaaS Public Omnichannel Specialized Test - Administrators • Avaya CCaaS Public Administration • Avaya CCaaS Public End-User Training • Avaya CCaaS Public Design <p>Avaya Enterprise Cloud Training</p>

For Avaya's Enterprise Cloud offering, we include, at no additional cost, a web-based, instructor-led "Train the Trainer", which is for IT Administrators and Trainers. For end-users, Avaya recommends a curriculum of self-paced learning courses that begin with service basics and progresses to more advanced features. A summary is illustrated below:

"Web-based" instructor-led training (Train-the-trainer)

Avaya will conduct one (1) 8-hour day of remote instructor-led train-the-trainer training on the service, SLAs, invoicing, customer tools, and administration portal. The 8 hours of training may not be broken up over several days and must be scheduled on the same day. To maintain the quality and integrity of the training, Avaya recommends a 30-to-40-minute class with a maximum of 15 participants per class.

Avaya will provide Sourcewell members an option for recording the Initial one (1) 8-hour day of remote instructor-led train-the-trainer training to be used for ad-hoc training that may be required for tools, reports, and invoicing processes as applicable for the duration of the contract.

"Web-based" self-paced distance learning (End User Training)

Avaya will provide web-based, self-paced training courses for End Users for the service features and functionalities for the duration of the contract. Example topics include:

- Cloud UCaaS
- Avaya Spaces User
- Cloud CCaaS
- Avaya Workplace Client
- Avaya Devices
- Avaya Spaces Administrator
- Avaya Workplace Attendant
- Avaya Admin Portal

Training course materials (i.e., outlines, curriculum, or exercises) will be available in the Sourcewell member's administrative portal. Should a Sourcewell member require additional or more customized training, the Avaya Project Manager can recommend customized training options, including on-site instruction, to be quoted separately.

Avaya Government Cloud

Avaya provides Web-based self-paced End User training for the Avaya Government Cloud (AGC). The courses available for the End User training includes topics such as:

- Cloud UCaaS
- Avaya Spaces User
- Cloud CCaaS
- Avaya Workplace Client
- Avaya Devices
- Avaya Spaces Administrator
- Avaya Workplace Attendant
- Avaya Admin Portal

Through Avaya Learning, additional training is available for customer-specific requirements and may be quoted separately.

41	Describe any technological advances that your proposed products or services offer.	<p>Avaya's commitment to continuous improvements and advances in the feature/functionality of its multiple platforms and services has numerous enhancements as part of its 2023 Product Roadmap.</p> <p>Innovation without disruption A customer's journey to the cloud does not require a "rip and replace" approach. Avaya can provide over-the-top features to an existing solution. Need an AI-Powered Chat Bot? Need an omni-channel CCaaS feature like SMS or natural language IVR? Need to add a Kari's Law and Ray Baum Act compliant NG911 to the existing solution? No problem! Uniquely, Avaya can add new features to an existing solution without disrupting a trusted and reliable on-premise environment.</p> <p>Avaya can meet customers wherever they are in their cloud journey with its comprehensive cloud and hybrid solutions.</p> <p>API First With an API-first approach, Avaya Experience Platform – (CCaaS) can integrate with many areas of the customer's business without the need to purchase additional development from Avaya or wait on additional features to be released. This increases the speed of adoption of Avaya Experience Platform throughout multiple areas of a customer's business. Common business areas include user administration, custom digital channels, CRM integration, and much more!</p> <ul style="list-style-type: none"> • API-first approach brings with it many positive benefits such as: <ul style="list-style-type: none"> o Ability for development teams to work in parallel using defined ahead contracts and behavior o Ability for reuse, enabling services to be reused in other applications o Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions <p>Avaya Cloud CCaaS APIs being made ready for public consumption:</p> <ul style="list-style-type: none"> • Customer Journey APIs • Digital APIs • Queue Metrics APIs <p>Hybrid Cloud Solutions Avaya builds innovative open, converged unified communications and collaboration and contact center software solutions to enhance and simplify communications and collaboration in the cloud, on-premise, or a hybrid of both. Avaya is the only vendor that offers a true hybrid solution. The hybrid methodology is about looking at a combination of offerings between SaaS, a service run in the public cloud, a private cloud, and on-premise. Combinations of these, particularly for telephony and meetings, often make sense due to security and compliance needs. In some cases, advanced telephony and data governance are only possible with a private cloud instance.</p> <p>DevConnect Select Product Program Avaya DevConnect Technology Partners provide more options to drive Sourcewell's business forward and provide value to the members.</p> <p>DevConnect Partner solutions undergo rigorous compliance testing to ensure that these solutions are maximized to give Avaya's customers a competitive advantage in your marketplace and simplifies purchasing joint solutions for a faster path to deployment.</p> <p>Artificial Intelligence (AI) and Machine Learning Avaya, as a global leader in CCaaS and UCaaS, continuously uses and incorporates the best of AI and machine learning to strengthen connectivity, community, and productivity. Bringing advancements to modern contact center experience for customers and agents requires a combination of AI-powered human interaction and virtual agents. The proactive AI-powered connections create effortless experiences by connecting everything across any channel with built-in, predictive AI that adapts to customer needs.</p> <p>Artificial Intelligence Noise Removal With the Avaya Services, we can infuse artificial intelligence into any conversation and eliminate background noises on both voice and video calls for the end user and the caller. It's another example of the power of Avaya's innovation.</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>In response to climate change, Avaya committed in March 2022 to setting near-term company-wide emissions reduction targets in line with climate science with the Science Based Targets initiative (SBTi). Going forward, we plan to purchase renewable energy and work with our supply chain to further reduce emissions. Below are specific examples of Avaya's green initiatives:</p> <p>Climate Change Initiatives: Avaya's greenhouse gas (GHG) emissions are a byproduct of everyday business operations such as heating, cooling, and powering our facilities, fleet operations, business travel, employee commuting, and transportation and distribution of our products. As a commitment</p>

to transparency and authentication, Avaya reports our carbon footprint annually to CDP.

Remaining steadfast in our commitment to combat climate change, Avaya exceeded its 2020 emissions reduction target by reducing Scope 1 and Scope 2 emissions by 65% and Scope 3 emissions from business travel by 49% from 2014 levels.

From FY2020 to FY2021, we reduced our total emissions by 1.2%. We continue to identify opportunities to use energy more efficiently, and going forward, we plan to purchase renewable energy and work with our supply chain to lower emissions further.

Energy Efficiency:

In FY2019, we launched a bulb replacement project, replacing fluorescent bulbs with LED (light emitting diode) bulbs at our five facilities in India. Compared to fluorescent bulbs, LEDs last three times longer, use 30% less electricity, and don't contain mercury or other toxic chemicals. We replaced 4,908 fluorescent bulbs with LEDs and saved 1,609,118 kWh over 33 months.

In FY2021, we replaced fluorescent bulbs with LEDs at six locations:

- At our Galway facility in Ireland, we replaced 1,435 lamps, resulting in a savings of 177,763 kWh per year
- Across five China and Taiwan locations, we replaced 1,050 lamps, resulting in a total energy savings of 46,716 kWh

We plan to install LEDs in additional Avaya facilities worldwide to maximize energy efficiency and further reduce our carbon footprint.

Responsible Product Design:

Avaya monitors environmental regulations and standards to ensure compliance throughout our product life cycle. We design our products with materials that comply with the European Union's Restriction of Hazardous Substances (RoHS) and Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) Directives, as well as China, Taiwan, Eurasian Economic Union, and United Arab Emirates RoHS regulations. We are actively populating the European Union's database for substances of concern (SCIP), established under the Waste Framework Directive.

We are reducing the energy consumption of our VoIP phones, making them more energy efficient for our customers, thereby helping them achieve their energy reduction goals. Conventional VoIP phones can use a significant amount of energy. Older VoIP phones can use up to 10 watts of power a day, which is equivalent to the amount of energy used by a desktop computer.

Water Use Reduction:

Avaya uses freshwater in our data centers and office buildings for sanitation, heating, and cooling. We measure and monitor water withdrawals across our major locations (sites greater than 400 square feet), which account for 99% of our total square footage.

We use actual data for those sites where it is available. Estimates for the remaining sites are based on industry intensity factors (average gallons/square foot) derived from U.S. Energy Information Administration (EIA) and U.S. Environmental Protection Agency (EPA) sources.

Our total withdrawals in FY2021 were 63.1 megaliters, a 55% decrease from FY2020. Reductions in water use were a result of real estate closures and consolidations. Building occupancy was reduced significantly in FY2021 and much of FY2020. We anticipate that our water withdrawals will decrease slightly over the next five years.

Avaya uses the World Resources Institute Aqueduct Water Risk Atlas to determine which facilities are in water-stressed areas. The Water Risk Atlas evaluates water risk against 13 indicators, such as water scarcity, groundwater decline, flood risk, drought risk, and availability of clean drinking water. Avaya considers a site to be in a water-stressed area if the overall risk is "high" or "extremely high." In FY2021, 18 megaliters of water were withdrawn from water stressed areas. All of these sites are office locations and account for 29.5% of our total withdrawals.

Partnership with Green Standards:

In early 2022, Avaya closed our office space in Santa Clara, California. To keep materials from ending up in a landfill and lower the carbon footprint of the process, we partnered with Green Standards, a company that manages the removal and redistribution of workplace assets like furniture and equipment through charitable donation, resale, and recycling. We diverted nearly 13 metric tons of office furniture from landfill and donated \$3,045 worth of workplace assets to three community organizations: Open Mind School, Walter L. Bachrodt Elementary School, and the San Jose Museum of Art.

We will continue to identify opportunities to partner with Green Standards during office downsizing and renovation projects.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Avaya's ISO 14001-certified Design for Environment ("DfE") program focuses on opportunities to reduce the environmental impact of our solutions and services. We express our commitment to responsible product design in our R&D Environmental Policy. Current initiatives include improving the energy efficiency of our products and reducing single-use plastic packaging.</p> <p>Avaya has implemented Energy Efficient Ethernet (EEE) to our new J Series and K Series IP phone products to reduce standby power consumption. We will continue our efforts to ensure that EEE is openly available and easy to use. EEE is a technology that allows applicable Avaya products to reduce IP traffic to zero traffic thus reducing power consumption by the ethernet module. When needed, a "normal IDLE" signal is sent which reduces the ethernet module (PHY) back to its normal mode.</p> <p>Over the past several years, we have made significant advances by listing our new J series phones—initially including the J129, J139, J169, and J179 phones – with the Energy Star Program for IP Phones. In FY2020, the Avaya J159 and J189 phones were ENERGY STAR certified, adding to our suite of J series phones included in the Energy Star Program. In addition, we implemented Energy Efficient Ethernet (EEE) in our new IP phone products to reduce standby power consumption. We will continue to ensure that EEE is openly available and easy to use.</p> <p>Finally, all of Avaya's accessory power supplies comply with in-country requirements for Canada, USA, EU and AU / NZ regarding Power Efficiency levels (Level VI). Avaya is actively moving ahead with reducing the number of supported accessory power supply units (PSUs) used with our products. We aim to consolidate our product portfolios into two or three USB-C power supply models, which would support the broad range of power requirements (low, medium, and high). This will simplify logistics within Avaya, allow customers to use USB-C power over all their devices, and reduce the amount of PSU waste generated each year when new Smart Phone models arrive.</p>
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44	<p>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>	<p>Avaya's Supplier Diversity Program is designed to achieve our objective of increasing diverse strategic supplier alliances that reflect the diversity of our associates and our customers. The program demonstrates our commitment to incorporating the products and services of qualified vendors, including small, minority, women, and service-disabled veteran business enterprises (MWDVBE), into delivering goods and services to our customers, as well as for Avaya's internal consumption.</p> <p>Supplier Diversity is an essential element of our strategic sourcing process. As such, Avaya strives to grow and expand its relationships with MWDBVEs by incorporating supplier diversity requirements in all our contracting and procurement initiatives. We do this by measuring and publishing internal diversity spend goals for the organization, reporting diverse sourcing achievements to customers, and continuously looking to improve Avaya's performance and exceed these goals. In the coming year, our organization will continue to grow our Supplier Diversity initiatives, procurement processes, and how we foster engagement with MWDVBE suppliers to increase participation of this critical population of providers.</p> <p>For Avaya to achieve its goal in providing solutions that enable customers to excel and take advantage of new business opportunities, it is critical to have diverse strategic supplier alliances. It is to our advantage to have a network of suppliers who can facilitate and provide our business and our customers with exceptional products and services. Creating diverse strategic supplier alliances ensures that the suppliers of Avaya products and services reflect the diversity of our associates and our customers. To qualify as a diverse supplier, the business must be at least 51% beneficially owned, controlled, operated, and managed by members of a minority group or non-minority women-owned businesses, or service-disabled veterans.</p> <p>Minority groups include: African Americans Hispanic Americans Native Americans Asian Indian Americans Asian-Pacific Americans</p> <p>Additionally, Avaya supports small businesses as part of its Supplier Diversity Program.</p> <p>Avaya accepts certification from these third-party certifying agencies: U.S. Small Business Administration (SBA) National Minority Supplier Development Council (NMSDC) Women's Business Enterprise National Council (WBENC) Association for Service-Disabled Veterans (ASDV) All federal and state certifying agencies</p> <p>To protect the integrity of our program, we do not accept self-certification since it cannot be verified.</p> <p>Avaya continues to drive our Diverse spend program in all areas and based on these efforts we continue to meet our overall small business goals. We continue to monitor and track our diversity spend to assist in meeting the overall goals. This includes, but not limited to:</p> <ul style="list-style-type: none"> • Perform quarterly reviews on progress, short falls, and actions plans with the executive team • Conduct monthly meetings with the commodity managers to provide direct for specific potential new supplier relationships with partners that are Small Disadvantage Business, Veteran and Service-Disabled Veteran Owned Small Business. • Monitor the progress monthly and develop action plans if the goals are not being achieved • Reach out to current providers to identify supplies in the appropriate Diversity category <p>Lastly, Avaya's partners include both large business and small business organizations. Many of our partners are MBE, WBE, WOSB, VBE, SDB, SDVOSB, HUBZone, and/or SB certified.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Throughout this proposal, Avaya is providing details on our strength of products, services, and performance. Some of our key attributes are as follows:</p> <p>Experience Avaya is an established software and hardware Original Equipment Manufacturer (OEM) serving over 90% of the Fortune 100 companies, and has a significant presence in the education, healthcare, federal, state, and local markets. Our product offerings scale from small to large enterprise environments making Avaya a very flexible solution for customers of any size.</p> <p>Presence</p> <ul style="list-style-type: none"> • #1 in Global Contact Center prem and cloud (based on subscribers and seats (Source Synergy Research CY2021) • #1 in Global Premise Contact Center (based on shipments Source MZA CY2020) • #2 in Unified Communications Globally (OMDIA Research - 2021) • 3 R&D Labs • 4 Experience Centers (Customer Briefing Centers) <p>Flexibility Our multiple cloud platforms and on-premise solutions can address the needs of customers based on their specific technical and security requirements. Avaya is the only vendor that offers a true hybrid solution. The hybrid methodology is about looking at a combination of offerings between SaaS, a service run in the public cloud, a private cloud, and on-premise. Combinations of these, particularly for telephony and meetings, often make sense due to security and compliance needs. In some cases, advanced telephony and data governance are only possible with a private cloud instance.</p> <p>API-first approach brings with it many positive benefits such as:</p> <ul style="list-style-type: none"> o Ability for development teams to work in parallel using defined ahead contracts and behavior o Ability for reuse, enabling services to be reused in other applications o Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions <p>Alliances No single technology provider offers all the applications an organization needs to deliver solutions across its business. Partnerships are essential. Through direct R&D engagement, deep product integration, and strong services and support relationships, our alliances deliver seamless capabilities through comprehensive, innovative, and successful solutions.</p> <ul style="list-style-type: none"> • Afiniti • Google Cloud • Microsoft • Nuance • RingCentral • Salesforce • Verint
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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 *	
46	Do your warranties cover all products, parts, and labor?	Yes, please see our Avaya Global Warranty Policy and Avaya Global Warranty Policy Clarification in the Documentation Section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Avaya does not impose any usage restrictions nor other limitations in our warranties.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Avaya's warranties cover the expense of technician's travel time and mileage to perform warranty repairs.	*
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?	No. Avaya can provide certified technicians to perform warranty repairs in any geographic region of the United States or Canada.	*
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?	Avaya provides Third-Party Products and Third-Party Services on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. However, such Third-Party Products or Third-Party Services may carry warranties from their manufacturers or providers, and Avaya will pass through to Customer any such warranties to the extent authorized. Exercise of such warranties will be directly between Customer and the relevant Third Party.	*
51	What are your proposed exchange and return programs and policies?	Avaya does have a return goods policy. A complete copy of the policy - Avaya Global Returns Policies and Procedures is provided in the Documentation Section.	*
52	Describe any service contract options for the items included in your proposal.	<p>Avaya Cloud solutions are managed services and include end-to-end services, including installation, training, maintenance, upgrades, patching, repairs, support, and 24X7X365 monitoring. Generally, service contracts are not required for Avaya's cloud solutions as the monthly service charge includes the required elements. Avaya Software Licensing and Services Agreement includes service coverage for our solutions and services.</p> <p>For on-premise solutions, customers have the option to purchase service contracts such as Avaya Support Advantage Essential, Upgrade Advantage, Advance part replacement, and On-site Support as described in Question 28.</p> <p>Services contracts, if required, will be outlined in the statement of work.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment is due within 30 days from the date of Avaya's invoice other than those portions that are disputed by the Customer. Customer must provide notice of dispute to Avaya within 15 days from the date of Avaya's invoice. Avaya accepts payment in the form of ACH, Credit Card (P-Card), or check.
54	Describe any leasing or financing options available for use by educational or governmental entities.	For customer projects that require leasing or financing alternatives, Avaya can coordinate third-party leasing transactions with the Sourcewell contract office and one of Avaya's leasing partners. Typical transactions involve a three-way agreement that allows the leasing company to invoice the customer for monthly payments over a specified term. Avaya provides a sample of the Third-Party Leasing Agreement in the Documentation Section.
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.	Avaya's State & Local Government/Public Software License and Services Agreement (SLSA) and Avaya's Software License & Services Agreement-Canadian customers are included in the Documentation Section.
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, Avaya can accept credit card payments (P-card) both in U.S. and Canada. There are no additional costs for using this service.

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	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.	Avaya is pleased to offer Sourcewell and its members the entire Avaya Price Catalog, to support all of Avaya's products, solutions, and services, which includes the following: <ul style="list-style-type: none"> • Cloud UCaaS/CCaaS offerings and related services • On-premise UCaaS/CCaaS offerings and related services • Hardware, including phone sets, gateways, servers, and related equipment to support UCaaS/CCaaS offerings • Avaya Professional Services (UCaaS/CCaaS-related labor) • Maintenance and Support Services Each line item in the catalog includes the following details: <ul style="list-style-type: none"> • Material Price Group (Product categories) • A unique Order Code (this represents a SKU) • Description • Unit of Measure • List Price (Avaya Price List) • Sourcewell Discount • Sourcewell Net Price Each of the Material Price Groups (MPG) contains a specific discount that flows through to the line-item detail of the catalog (See "Avaya Price Catalog" Tab). MPG discounts can be found on the "Avaya MPG Discount Summary" Tab. The MPG discounts apply to both the US and Canada. Note: Items labeled "Custom Price" require customer-specific design, configuration, specifications, etc., to develop a price.

<p>58</p>	<p>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>	<p>Avaya's price represents a discount off Avaya's U.S. Catalog List Price.</p> <p>Canadian pricing is based on the U.S. Price Catalog and will use the prevailing Foreign Exchange rate at the time of the order. Actual pricing may change pending Foreign Exchange fluctuations over the term of the contract.</p> <p>Avaya provides complete solutions to our customers based on components from our catalog.</p> <p>Below is the list of Material Price Groups (MPG) codes, followed by the description of the product or service and the discount level. The discount levels are for both U.S. and Canada Sourcewell members. This table is also provided in the Pricing Catalog in the Sourcewell Portal's Pricing Documents section.</p> <p>1P: Hardware – Heritage Avaya, Product: 35.50% 2P: Software UC – Heritage Avaya, Product: 39.50% 2R: Avaya Alliances, Product: 0.00% 3P: Peripheral Equipment, Product: 39.50% 4P: Hardware 2 (HW2) – Heritage Nortel, Product: 27.50% 5P: Software CC – Heritage Nortel, Product: 27.50% 7P: OEM, Product: 19.50% 8P: Video, Product: 39.50% 9P: Small, Medium, Enterprise Customers (SMEC), Product: 27.50% 1C: Support Services, Services: 0.50% 1N: Support Services, Services: 0.50% 1S: Maintenance Services, Services: 0.50% 2S: Professional Services, Services: 0.50% 3S: Avaya Private Cloud Services (APCS), Services: 0.50% 5S: Support Services, Services: 0.50% 6S: Maintenance Services, Services: 0.50% 7S: Maintenance Services, Services: 0.50% 1T: Cloud Offers, Subscription: 0.50% 8S: CC Subscription Services Subscription: 0.50% 9S: UC Subscription Services Subscription: 0.50% 1Z: Non-Discountable, NA: 0.00%</p> <p>Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc.</p>												
<p>59</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>The Avaya discounts and associated pricing result in a "Not to Exceed" (NTE) price for Sourcewell and its members. This means that this is the highest Sourcewell members may pay.</p> <p>Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc.</p> <p>Several of Avaya's cloud offerings include quantity discounts resulting from increased users (user bands). For example, Avaya's list rate for Enterprise Cloud UCaaS decreases as user quantity increases as illustrated below:</p> <table border="1" data-bbox="781 1417 1412 1585"> <thead> <tr> <th>User Band</th> <th>List Price (Basic License / 3 year term)</th> </tr> </thead> <tbody> <tr> <td>1-999</td> <td>\$16.00</td> </tr> <tr> <td>1000-1999</td> <td>\$14.75</td> </tr> <tr> <td>2000-3999</td> <td>\$12.50</td> </tr> <tr> <td>4000-7999</td> <td>\$11.50</td> </tr> <tr> <td>8000-14999</td> <td>\$10.25</td> </tr> </tbody> </table> <p>Avaya's pricing does not include any rebate program. From time to time, Avaya may offer promotions and campaigns that provide Sourcewell members with buying incentives.</p>	User Band	List Price (Basic License / 3 year term)	1-999	\$16.00	1000-1999	\$14.75	2000-3999	\$12.50	4000-7999	\$11.50	8000-14999	\$10.25
User Band	List Price (Basic License / 3 year term)													
1-999	\$16.00													
1000-1999	\$14.75													
2000-3999	\$12.50													
4000-7999	\$11.50													
8000-14999	\$10.25													

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.	Avaya leverages the vast capabilities of our partners to ensure a complete solution is provided to the customer. By providing equipment and services that Avaya does not offer, ensures the customer has a complete working solution. Items such as virtual server environments, data networking, and video conferencing equipment are a few examples of the additional equipment and services our partners provide. Avaya provides complete solutions and will include all components required in the final statement of work and quote.	*
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.	Avaya’s pricing excludes taxes and tax-related fees & surcharges. With Avaya’s solution approach to our customer’s needs, we often identify items that may require additional inspection, or modification, and, therefore, additional costs. All these items will be detailed in a statement of work. The accompanying quote will detail any custom charge, if any, such as professional service, customer-specific non-standard installation, integration, and training. Many of these additional costs can be priced by Avaya or may be offered through our partners.	*
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.	Freight, delivery, and standard non-expedited shipping in the continental U.S. are included in the pricing. Expedited and overnight shipping is at an additional cost.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping for Canada, Alaska, Hawaii, and offshore delivery are not included. The actual cost will be added to the customer’s invoice.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Avaya’s regionally placed distribution centers facilitate the delivery of products and services using standard non-expedited shipping in the continental U.S. Expedited and overnight shipping is at an additional cost. Avaya’s distributors have geographically diverse centers to reduce the transit time of shipments to customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Greater discounts may be considered at the individual opportunity level based on the merit and unique requirements such as size, value, customer commitment, etc.

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>Avaya's Strategic Contracts Program manages a portfolio of State and nationwide consortium contracts, and compliance is a major component of the program. The Program team is diligent in making sure that our consortium contracts receive on-time, accurate administrative fee payments. The audit/compliance activities include the following:</p> <ul style="list-style-type: none"> • Quarterly price list updates, or more often, as required to deliver a solution to a customer • Quarterly reporting to Sourcewell for all contract sales, including partner sales. To ensure accuracy, we request sales information from the account teams and the partners, and we verify against the systematic ordering and billing data. • On-time administrative fee payment per contract requirements (NLT 45 days after the end of each calendar quarter) • Avaya pays all admin fees to Sourcewell and collects separately from the partners. Avaya does not rely upon partners/resellers to pay Sourcewell. <p>Prompt correction and remediation of reporting and admin fee payment upon discovery of any discrepancy.</p>
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>Avaya's Strategic Contracts Program measures and manages contract success using multiple metrics, including:</p> <ul style="list-style-type: none"> • New customers per contract • Revenue growth and trending • Revenue by partner/reseller and sales region • Products and Services sold by a partner and by sales region <p>These metrics and others can help to inform business decisions and identify successes to replicate and/or opportunities for improved engagement.</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>Avaya proposes a 2% administrative fee to Sourcewell. The 2% administrative fee will be calculated on vendor sales sold from the Sourcewell contract.</p> <p>The administrative fee will not be listed as a separate line item on the Sourcewell customer's invoice.</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>Avaya offers a range of software licensing models that can be deployed on-premise or via a public, private, or hybrid. With our open, extensible development platform, customers and third parties can easily create custom applications and automated workflows for their unique needs and integrate Avaya's capabilities into their existing infrastructure and business applications. Our solutions enable a seamless communications experience that adapts to how employees work, and customers want to engage.</p> <p>Avaya is pleased to provide detailed description of the following products and services:</p> <ul style="list-style-type: none"> • Avaya Experience Platform (CCaaS Public) • Avaya Enterprise Cloud (UCaaS and CCaaS Private) • Avaya Government Cloud (UCaaS and CCaaS FedRAMP) • Subscription Licenses (On-Premise/Customer hosted) • Professional Services • Avaya Spaces – (Audio/video collaboration) • Avaya SENTRY NG911 <p>In addition to the response below, Avaya is submitting an accompanying document, Table 14A Supplement, in the Additional Documents Section. This supplementary document provides capabilities/features tables for service bundles as well as feature descriptions.</p>

Avaya Experience Platform

Avaya Experience Platform (AEP) is the CCaaS Public (CCaaS) born-in-the-cloud contact center solution that offers total experience capabilities, is natively multi-tenant, and is designed to be scalable to exceed enterprise requirements around scalability, performance, and resiliency while being nimble enough to scale down for smaller call center needs. Avaya AEP CCaaS provides a suite of capabilities to orchestrate, track, interact and report across voice and digital (email, messaging, and chat) channels and other integrated media channels. An open, API-first architecture, leveraging REST-based APIs for all capabilities that exist to enable easy customization and integration into a customer's back/front office ecosystems and other 3rd party systems spanning integrations such as CRMs.

The solution also provides tools for both agents and supervisors. Agent tools consist of a browser-based WebRTC-enabled unified client application for voice and digital channels. Supervisor tools include a reporting dashboard and historical and real-time reports. Additional supervisor tools, such as live monitoring and quality management are also included as part of Avaya AEP CCaaS. All call interactions can be recorded and stored for compliance and quality control purposes.

Avaya Experience Platform Bundles:

The Avaya Experience Platform provides customers with three bundles to choose from – Digital Only, Voice Only, and All Media bundles. For specific features by bundle, see Table 14A (Section 1.1) Supplement in the Additional Documentation Section.

Historical and Realtime Reporting:

Avaya separates reporting capabilities into historical reporting capabilities and real-time reporting capabilities. See Table 14A Supplement (Section 1.2.1) in the Additional Documentation Section for detailed reporting capabilities.

The following features are explained in Table 14A Supplement in the Additional Documentation Section.

- Call Recording (Table 14A, Section 1.2.2)
- Quality Management (Table 14A, Section 1.2.3)
- Screen Recording (Table 14A, Section 1.2.4)
- Scheduling/Queue Functionality (Table 14A, Section 1.2.5)
- Skill-Based Routing (Table 14A, Section 1.2.6)
- Agent Routing/Orchestration (Table 14A, Section 1.2.7)
- Omni-Channel (Table 14A, Section 1.2.8)
- Knowledge Base or Agent Assist (Table 14A, Section 1.2.9)

Supervisor Functions

Avaya's CCaaS provides supervisors with the tools to manage agent state, provide live statistics of queues as well as provide silent monitoring capabilities. The Avaya solution goes beyond just the above-mentioned functionality. The solution also provides tools for both agents and supervisors. Agent tools consist of a browser-based WebRTC-enabled unified client application for voice and digital channels. Supervisor tools include a reporting dashboard and historical and real-time reports. Additional supervisor tools such as live monitoring and quality management licenses (All Media bundle) are also included as part of Avaya AEP CCaaS.

Avaya AEP CCaaS Unified Desktop is an intuitive HTML5-based multi-experienced desktop that delivers a single pane of glass to empower users with context across channels. With this desktop, users can engage customers regardless of channel type. Avaya AEP CCaaS Unified Desktop is comprised of many widgets and interaction cards that are designed to enable agents to perform specific tasks on any interaction type while bringing key customer data from multiple sources into one area for agents and supervisors.

Avaya AEP CCaaS Unified Desktop provides the following features:

- Unified Agent and Supervisor Sign in
- Omnichannel Support for Email, Messaging, Chat, and Voice
- Welcome Page URL Customization
- Team Widget (customization needed)
- Multiplicity – allows an agent to handle multiple interaction cards simultaneously
- Interaction Cards
- Email Widget
- Messaging Widget (customization needed)
- Chat Widget (customization needed)
- Ad hoc Email
- Digital Library Widget
- o Email Templates
- o Quick Text
- o Files
- o URLs
- o Suggested Responses by Queue

- Customer Journey Widget
- Agents and Supervisors Widget Layouts
- Change Agent State (Ready/Not Ready)
- Disposition/Reason Codes
- Blind Transfer to Queue
- Blind Transfer to User
- Blind Transfer to External Number
- Supervisor Real-Time Agent Analytics Widgets
- Screen-pop Widget

Avaya AEP CCaaS Unified Desktop offers the following benefits for agents and supervisors:

- Agents:
 - o Support customer voice, email, messaging, and chat interactions
 - o Efficiently handle multiple interactions at same time
 - o Access to the customer's journey to view history of interactions
 - o Easy access to a library of templates to speed response time
 - o Feature rich email editor that allows for high personalization of the agent's email response to their customer
 - o Rich media support through messaging
- Supervisors:
 - o Monitor omnichannel agents from a single pane of glass
 - o Service Observe (monitoring, coaching, barging-in) Chat/Messaging
 - o Service Observe (monitoring, coaching, barging-in) Voice
 - o Access to Real-Time Dashboards
 - o Access to Historical Reports

Integration

With an API-first approach, Avaya AEP CCaaS can integrate with many areas of the customer's business without the need to purchase additional development from Avaya or wait on additional features to be released.

API-first approach brings with it many positive benefits to Sourcewell members such as:

- Ability for development teams to work in parallel using defined ahead contracts and behavior
- Ability for reuse, enabling services to be reused in other applications
- Increase speed to market with easier consumption and crowd-sourced consumption of API and definitions

Avaya AEP CCaaS APIs are being made ready for public consumption:

- Customer Journey APIs
- Digital APIs
- Queue Metrics APIs

Avaya Enterprise Cloud

Avaya Enterprise Cloud delivers turnkey SaaS solutions designed to help customers create a business advantage. Our solutions unify enterprise communications, including call handling, messaging, conferencing, presence, instant messaging, contact center, immersive collaboration, emergency services, and much more. The solution will connect end-users more efficiently and effectively with their customers by matching them to the right resource for their needs through the Customer's preferred contact channel. The AEC services provided by Avaya include:

- Dedicated software image per Customer.
- Data Center hosting in Avaya provided dual data centers.
- Shared cloud platform hardware (shared compute, storage, and network)
- Management and maintenance of the Avaya cloud service, including updates & upgrades.
- Structured cloud support using an ITIL® framework.
- Service Desk to designated customer IT users.
- 24x7x365 Service management.
- CC voice and digital bundles for simple consumption,
- An allotment of MACD hours.
- HIPAA & PCI Compliance
- Access to the Avaya Managed Services Platform (AMSP)
- Standard e.164 dial plan.
- Access to UC Self-Service functionality via the Cloud Admin Portal.

UCaaS Communications Applications

UCaaS services and features are available via three (3) service 'bundles': Basic, Core, and Power, with each subsequent user type building on top of previous user types adding in additional UC capabilities. For specific features by bundle, see Table 14A Supplement (Section 2.1) in the Additional Documentation Section. For services rendered in the US, 911 Location Identification and Notification (aka NG911 Sentry™) must be quoted separately.

CCaaS Communications Applications

There are two CCaaS service bundles – Voice and Digital. For specific features by bundle, see Table 14A Supplement (Section 2.2) in the Additional Documentation Section.

Reporting Dashboards: Using Digital Analytics and Digital Administration web pages, a rich supply of dashboard reports is available to the CC Supervisor, and a broad range of self-administration access is provided.

Digital Channel Reporting includes Chat Performance dashboard – analyze proactive and reactive chat volume and customer experience metrics including wait time, handle time, and transfer trends over the last 3 months. Reports in the Chat Performance dashboard are based on Chat Activity and Activity Routing report models;

- Email Performance dashboard – provides an overview of email volume and customer experience metrics including First Manual Response (FMR) SLA, handle time and transfer trends over the last 3 months; and
- Social Media Performance dashboard – provides a view per social media action the quantity of new vs continued conversations as well as publish history / capacity.

Administration: Digital Channel administration capabilities include:

- Blocked file extensions / Attachment size limit
- Templates - Auto-Acknowledge, Auto-reply, Signature/Greeting
- Classification / Disposition / Transfer codes
- Dictionaries
- SLA Targets (including Calendar for SLA calculation)
- Partition / Department level attributes
- Channel Capacity (a.k.a. Multiplicity) for Agents
- Mail specific parameters like Alias, Delivery Exceptions, Queues, Workflow (Routing logic), Data Masking
- Chat specific parameters like Entry Point, Docked vs Undocked, Queue, Data Masking, Survey
- User Group configuration like assign roles and permissions
- Channel capacity set on the Digital side for User/User Groups.

Avaya Government Cloud

Avaya Government Cloud (AGC) is a FedRAMP-based cloud solution for Unified Communications and Contact Center applications. AGC is geared toward Federal and state customers that require FedRAMP Moderate security compliance. Features and Benefits include:

- Better Customization and Security
 - o FedRAMP Moderate Authorized
 - o Dedicated Software Instance, not multi-tenant
 - o 365x24x7 Managed by US Citizens
- Avaya Industry-Recognized Unified Communications (UC) and Contact Center (CC) Elite Software
- Future Technology Acceleration
- Scalability: Service can expand up from the minimum required number of 1000 users during peak events or seasonal peak changes in the business dynamics.
- Robust Mobility: The feature provides a secure method to bridge calls from the End User's desk phone to any mobile device.
- Moves, Adds, Changes, and Disconnects (MACDs)
- Secure Full-Feature Collaboration: The Service provides for reservation-less "Meet-me" Audio, Video, and Web Collaboration Bridge with Security Code Access and the ability to launch the bridge from any phone anywhere.
- Onboarding to Service: Standard implementation changes are included in the monthly subscription price, with no up-front investment.
- NG911: This feature is available for an additional price that directs traffic to the correct PSAP tied to the originating location of the call.

UCaaS Bundles Details

Unified Communications (UC) features are available via three Service Bundles: Basic, Core, and Power. For specific features by bundle, see Table 14A Supplement (Section 3.1) in the Additional Documentation Section.

Basic UC Bundle

Basic user capabilities support SIP business line features. A typical use case for a Basic User is a common area (e.g., lobby or manufacturing floor). Analog phones, Fax machines, paging systems, etc. will require a Basic User type.

- SIP Business Line Features: The Service supports a set of business telephony features that enable a customer to handle business communications requirements. Below are the supported features. For specific SIP features, see Table 14A (Section 3.2.1) Supplement in the Additional Documentation Section.
- SIP Inward / Outward Dialing: With each UC bundle, the resources and configuration needed to access PSTN Trunking are bundled into each UC user

type. Please note that this capability is not delivering actual PSTN access with local/long-distance minutes. The Sourcewell member must bring their own PSTN (SIP) Trunking access to the Avaya Data Centers supporting the Service.

- Six (6) Party Ad-Hoc Conferencing: The default telephony 6-Party Audio Conference feature enables an ad-hoc conference from the phone for up to 6 parties.
- Other functions included in the service are as follows:
 - o E.164 Dial Plan
 - o Device Access – 1 Device/endpoint per subscriber
 - o FIPS 140-2 validated encryption in transit and at rest
- Voicemail: Basic Voicemail is available in the Basic feature bundle. Voicemail does not include message storage integration to Customer email system(s). Email integration is a Subscriber-based action from the messaging web client. For specific voicemail features, see Table 14A Supplement (Section 3.2.2) in the Additional Documentation Section.

Core UC Bundle

This user type builds on top of Basic Bundle adding in Unified Communication capabilities such as IM / Presence and the User Soft Client. Typically, this user type will address most desktop and mobile users in the Customer's organization.

- SIP Business Line Features: In addition to the features listed in the Basic UC Bundle, the following are added to the Core Bundle:
 - Extension to Cellular: (a single number reach feature that doesn't require a smartphone and/or user client.
 - Voicemail: Building on the Basic Voicemail features, for the Advanced Voicemail features, see Table 14A Supplement (Section 3.2.2) in the Additional Documentation
 - Presence/Multimedia Messaging (Instant Messaging)
 - User Client (Soft Client): User Client is the Unified Communications client that can be deployed on desktop or laptop computers running either Microsoft Windows or Apple Mac operating systems and mobile clients running on Android or iOS devices.

Power UC Bundle

This user type builds on top of the Core UC Bundle capabilities adding in the Virtual Meeting Room entitlement. This adds a subscription-based Virtual Meeting Room for Audio/Web/Video collaboration. For specific features, see Table 14A Supplement (Section 3.2.4) in the Additional Documentation Section

Basic Contact Center (CC) Voice Bundle Details

The Avaya AGC Basic CC Bundles available to the Customers for identified groups of Agents. For specific features by bundle, see Table 14A (Section 3.3.1) Supplement in the Additional Documentation Section
AGC Avaya Contact Center Feature Descriptions can be found in Table 14A (Section 3.3.2) Supplement.

Avaya Cloud Subscription

Avaya Cloud Subscription expands the options available to our premise-based customers, improving the customer experience, and providing attractive alternatives to modernize and adopt new applications. The solution will be hosted on the Customer's premise and is intended to be available globally.
In Avaya's new subscription model, the customer purchases the Right to Use (RTU) of the software, access to deploy the latest releases when available, and Avaya's preferred level of support for a contracted period. The subscription is paid for over this fixed-term via ongoing OPEX payments, which may be annual in advance, or monthly in advance. Key highlights of Avaya Subscription:

- Rights to the latest Software Release and access to attractive promotions to get current.
- Access to additional feature content included in attractive UC & CC bundles giving customers access to new applications, and the ability to decrease spending on other vendor solutions.
- Built-in 20% stretch allowance for bursting and growth. (some Application Services exempt)
- Flexibility in adding users, paying for capacity as it is required, and enabling better planning.
- Ease migration to the cloud with aligned rate card structures & simplified true-ups.

Avaya Subscription Licensing Offer

The Avaya Employee Experience and Avaya Customer Experience portfolios have selected specific feature bundles for the Avaya Subscription offer.

For the available features, Avaya Subscription defines a monthly price for a set term and includes the following:

- Software Right to Use
- Upgrade Advantage (UA) so customers always have access to the latest software releases

- Support Advantage (SA) Preferred

Avaya Cloud Subscription Content – Employee Experience Bundles

Every Avaya Cloud Subscription Employee Experience bundle includes entitlement to Avaya Spaces providing expanded video and collaboration solutions from the cloud for all countries where Avaya Spaces is available. Note that the CC Basic Voice Agent Subscription includes the UC Core Subscription entitlements which would also give customer Spaces. For customers with the Avaya Cloud Subscription Power bundle, customers do have the option of Equinox conferencing included.

Avaya Cloud Subscription Content – Customer Experience Bundles

Each CC Voice Agent bundle includes the RTU for the following features or applications, along with Support Advantage Preferred and Upgrade Advantage. Each Basic CC Agent includes Employee Experience Core User which in turn includes Avaya Spaces Business.

The Avaya Cloud Subscription bundle includes Avaya's go-forward agent experience including Workspaces, Customer Journey, and their choice of desktop either one-X Agent, Avaya Agent for Desktop, or Avaya Aura Contact Center Agent Desktop. As applicable, customers may mix and match agent desktops, with one entitled per agent bundle.

The customer has access to up to one Experience portal port for each Agent. If additional ports are required, they can be purchased using the ala carte Experience Portal bundle. Customers deploying Avaya Aura Contact Center have the option of leveraging the integrated Media Server or Avaya Experience portal for their self-service needs.

Support Advantage Preferred

Subscription Software License offer includes Support Advantage (SA) Preferred in the subscription pricing. Avaya Support Advantage Preferred is an award-winning, comprehensive, customizable, globally consistent support services offer that customers can purchase directly from Avaya or through an Avaya authorized partner. Support Advantage Preferred includes the following to protect the Customer technology investment and optimize performance of the Avaya solutions:

- 24x7 remote technical software and hardware support
- Access to the Avaya Support Website for software upgrades, updates, fixes, and security advisories
- Secure Access Link Gateway software to enable Avaya remote support
- Automated alarm monitoring and proactive issue resolution that's five times faster with Avaya EXPERT Systems
- Avaya SLA Mon™ Server, providing unprecedented network visibility to help optimize network performance
- Multi-vendor collaborative support to help speed diagnosis of issues in mixed environments
- Proactive alert of network issues (PSTN and IP)
- Response time service level objectives—15 minutes via the web
- Global license portability for simple and automated movement of licenses
- Avaya Secure Access Link Policy Server for increased security and ease of managing authentication policies
- Design, Implementation and Avaya Professional Services continue to be ordered business as usual (BAU)

Avaya Professional Services

Avaya has a comprehensive professional services offering that includes installation, consulting, migration, and integration services. Below is a brief summary of these services.

- On Premises Solutions: Our complete portfolio of consulting, security, integration, personalization es available to on-premise clients. From simple license activations to major upgrades and new implementations for all products included under Cloud Subscription.
- Consulting Services: Designed to achieve an optimal roadmap and business case for each client understanding that the destination is about an enhanced and not a replicated solution. Our suite of consulting and workshop offers include cloud assessments and planning, security analysis, business outcome workshops, customer journey mapping, performance analysis, and optimization services providing an agreement on the client's Business Mission, required outcomes, and what the cloud journey for those outcomes looks like.
- Security Services: The Avaya Security Services, starting with a Security Workshop, ensure that the full attack surface is considered and solutioned. We offer a comprehensive suite of security consulting and implementation services, including Vulnerability and Compliance, Toll Fraud, Certificates and Hardening.
- Cloud Adoption & Migration: Consultancy to develop your Cloud migration plan. You can rely on our experts to provide precise answers to enable you to assess,

plan and execute a successful migration, optimization, and transformation.

- Custom Applications: Avaya APIs and SDKs our worldwide network of technical leaders and software architects work collaboratively in the full application lifecycle to assess, architect, develop, test, implement and optimize advanced applications and interfaces that work in on-premise, cloud or hybrid environments and revolutionize customer experience.
- Avaya Managed Services: Avaya offers Avaya Cloud Subscription + Managed as an option for customers who are interested in moving to Avaya Subscription with Avaya managing the customer owned solution. Managed is also still an option for customers on Perpetual Licenses. The customer may host their solution on the customer's premise or in a customer provided data center. Avaya managed services provides:
 - o Global delivery scale and resources
 - o ITIL service element alignment of people, tools, and processes
 - o A superior management platform for the customer to review real-time and monthly performance reports
 - o Tracking, trending and resolution of performance and faults
 - o Service Level Agreements (SLAs) and Service Credits
 - o 9001, 27001 & 20000 ISO certifications; and
 - o HIPAA for opportunities that require this compliance.

Avaya Spaces

Avaya Spaces is a Software as a Service (SaaS) immersive meeting and workstream collaboration platform combining HD video meetings, chat, a document repository, and task management. It supports the composable enterprise, providing agility to support changing business needs, models, and ways of working – ideal for the hybrid environment. It seamlessly integrates voice, video, tasks, sharing, and more into one application that can be accessed anywhere. The service provides the user with toll-free and local numbers to call into the meeting. The meeting can only be accessed by providing the PIN and passcode included on the meeting invitation sent to the participants. Avaya spaces can be used on an end-user smartphone, laptop, or tablet and only requires a WebRTC-compatible web browser to take advantage of robust collaboration and meeting features.

Avaya Spaces can support up to 1000 voice and video participants to manage meetings ranging from small to very large. Avaya Spaces also provides advanced meeting capabilities, including screen sharing, meeting recording, file sharing, phone dial-in, and email integration. Avaya Spaces can integrate with many other third-party applications with its use of open APIs.

Security is built into Avaya Spaces, where data is encrypted in transit and rest to ensure privacy when in a meeting or collaborating with others. Authentication can also ensure that users must enter a password to enter a meeting on a browser and when users dial in. Avaya Spaces is HIPAA compliant and can have customized retention policies to allow organizations to preserve data for as long as they see fit.

Innovation with AI

Avaya's AI solution is advanced by virtue of not relying on client-side AI processing it's all server-side, avoiding the need to download any AI-related components and completely removing CPU utilization challenges. AI-powered noise cancellation and virtual background features will allow presenting flawlessly while others would struggle to perform client-side on a mobile device. Any device – WebRTC browsers, Chromebooks, video room systems, low-powered PCs, Macs, and mobile devices – new or old are complemented with Avaya's AI-powered innovation based on this unique design. Avaya's AI noise elimination continually learns to separate speech from noise so all that is heard is voice as others do, but it's provided in a way that supports unique use cases not supported by other solutions. Envision four presenters in different locations, on their mobile phones, in noisy locations, and in environments with disruptive backgrounds. Avaya AI can make all four of these presenters from their mobile phones appear that they are physically in the same location, their videos overlaid on the presentation, and presenting without noise – like a virtual panel discussion simulating reality.

Avaya Spaces Features by License Type

Avaya Spaces offers three license types – Essential, Business and Power. Users can use any video endpoint with all levels of License. For specific features by bundle, see Table 14A (Section 4.1) Supplement in the Additional Documentation Section.

Tools for conference setup and management: Avaya Spaces offers an add-on for Microsoft Outlook to create an event using Outlook and arrange to hold the meeting in Avaya Spaces, providing a location that includes audio, video, and document-sharing capabilities. Avaya Spaces was designed with flexibility in mind for inviting members. Meetings can be started in Avaya Spaces by inviting members or by clicking in the call window.

Supported browsers for the web interface

The web version of Avaya Spaces supports the following web browsers:

Windows

- Chrome 83 and later
- Firefox 77 and later
- Edge 83 and later

Mac OS

- Chrome 83 and later
- Firefox 77 and later

SENTRY Enhanced Next Generation 911 Service

SENTRY™ NG911 is a next-generation 911 solution that can help organizations provide detailed location information to PSAPs in an emergency and ensure full compliance with Kari's Law and Ray Baum's Act. This service is available in the U.S. and for locations using the North American Numbering Plan. This solution can help enterprise, federal, and state customers keep employees safe regardless of where they are geographically located. NG911 is a modular framework designed to provide the functions needed to solve Enterprise NG (Next Generation) 9-1-1 phone tracking, 9-1-1 call routing, and onsite notification issues. NG911 Emergency Location Management application provides the ability to track IP/SIP endpoints' location where required and offers Onsite Notification capability in the event of a 911 emergency call within the location identified in the Locations section.

Types of Local Notifications Supported

NG911 Beacon is the Client Onsite Notification application that provides screen pop alerts and printing of incoming notification events. Beacon will ensure the correct location and the relevant Emergency Locations Identification Numbers (ELIN) or automatic number identification (ANI) information is delivered to the Public Safety Answering Point (PSAP) when 911 is dialed. Additionally, the Emergency Location Management (ELM) can discover and provide IP/SIP clients' locations within an enterprise environment. Reports on those locations can be sent back to the Call Server to enable proper call routing and delivery of ELIN and ANI Information to the PSAP. ELM will also monitor the Onsite Notification (OSN) alerts available from the telephony system. An additional detail to those notifications provides enhanced data to first responders when they arrive at the offices via Beacon.

NG911 Bundles (U.S. Only)

For specific features by bundle, see Table 14A (Section 5.1) Supplement in the Additional Documentation Section.

- NG911 Silver - Adds NG911 Sentry™ to the Service, tracking the location of the Customer's hard and soft client (Gatekeeper) endpoints and providing the customer with onsite notification (email, texts, and screen pops (Beacon)). No onsite filtering of notifications.
- NG911 Gold - Builds on NG911 Silver Bundle adding up to 20 onsite notification filters.
- NG Platinum - Builds on NG911 Silver Bundle adding unlimited onsite notification filtering

Soft Client Users

Soft Client users have an additional software application running on their Windows/macOS device (companion application) that monitors state changes, flagging a potential location change. This application should be loaded on all personal computers that have softphones which can be used on or off the corporate network.

IP Hard Phone Location Tracking

Movement of the Customer's IP hard phones can be tracked via two methodologies:

1. MAC Addresses. This is the most granular tracking method and requires the Customer to provide a MAC-address-to-physical-location-mapping for each individual phone to Avaya for onboarding End Users to NG911.
2. IP Subnet Addresses. This tracking method is recommended if granular tracking is not required by the Customer.

This is dependent on the Customer providing clear, consistent, and accurate details on MAC addresses or IP subnet addresses that support specific buildings, floors, cubicles, etc.

933 Test Calling

NG911 also includes 933 test calling. Rather than having to make a live 911 test call ending at the local PSAP and letting them know it is a test call, the Service can be configured so that dialing 933 routes to a PSAP simulator to test 911 calls. The PSAP Simulator reads back the phone number and address that would have been presented to the PSAP.

On-site Notification

NG911 Sentry provides two methods for on-site notification: 1) Screen Pop alerts on

		<p>Customer provided PCs and 2) Text & Email alerts to a customer-provided distribution list.</p> <p>Screen Pop Alerts NG911 provides on-site notification screen pops on a PC where the On-site Notification software is installed. The On-site Notification Screen Pop Alerts are available on up to 10 devices whenever a user places a 911 call.</p> <p>On-Site Notification Text & Email Message Alerts At the same time any screen pops are triggered, NG911 can also generate 911 alert emails and text messages to be sent with the location of the 911 caller to a distribution list provided by the Customer. Text messages are using email as a vehicle.</p> <p>Onsite Filtering Notification for up to 20 locations or Unlimited Domains On-Site Filtering enables identified Customer End Users to receive only 911 alerts from within specific emergency zones defined by the Customer.</p> <p>Provisioned and Un-Provisioned Calls: Avaya supports 911 call routing for provisioned and un-provisioned calls.</p> <ul style="list-style-type: none"> • Provisioned calls are calls for which the caller's address has already been provisioned in the Avaya NG911 Service. For calls that have properly loaded and validated addresses, Avaya delivers the call to the VPC (Voice Positioning Center) which routes to the correct PSAP and delivers the address even if the caller cannot relay that information. • Un-provisioned calls are calls for which the caller's address has not been successfully provisioned in the Avaya NG911 Service.
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Avaya offers numerous services to complement its UCaaS and CCaaS offerings, including the following:</p> <ul style="list-style-type: none"> • Avaya Communications APIs (Avaya CPaaS) <ul style="list-style-type: none"> o SIP Services (Voice connectivity) o Avaya Cloud Notification Services (ACNS) • Avaya Contact Tracing • Business Continuity – Local Survivability with Gateways • Device as a Service (DaaS) <p>Avaya Communications APIs Avaya's Communications Platform as a Service (CPaaS) enables our customers and partners to integrate a wide range of features, including SIP Trunking, global DID and 800 services, voice notification messaging, and API workflows into a new cloud or even their current premise-based communications systems. Avaya CPaaS can be used in support of both cloud and premises solutions.</p> <p>SIP Services The Avaya Elastic SIP services offer is typically a lower-cost alternative to traditional digital trunking, such as PRI, T1/E1, FT1/FE1, as well as Analog Trunks. A simpler, more affordable solution does not mean lower service quality or fewer options. Avaya's cloud-based Elastic SIP services no longer require PRI, legacy SIP trunks, etc., and it is now connected via existing customer Internet services. The customer is responsible to provide sufficient internet connectivity to use the Services. Our Elastic SIP services will make Sourcewell's members communications architecture more flexible and resilient.</p> <p>There are multiple components to Avaya's elastic SIP services offer:</p> <ul style="list-style-type: none"> • Local inbound & outbound voice calling • International Long-Distance calling • Toll-Free Service • Local Number (DID) • Emergency Services (E911) • Number Porting <p>Key Features</p> <ul style="list-style-type: none"> • Usage Based Rate Card • 6 second increment billing (International long-distance calling billed in 1-minute increments) • No cost on ring time • Emergency Services Support • No SIP trunk channel fees • Encrypted Media & Signaling Support (SRTP) • No Domestic Long-Distance Fees <p>CPaaS solutions are provided by Avaya Cloud Inc. and Avaya Cloud Canada Inc., both are wholly-owned subsidiary of Avaya Inc, and will be separately contracted and invoiced through the appropriate entity.</p> <p>Benefits of Avaya Cloud Elastic SIP</p> <ul style="list-style-type: none"> • Generally quicker with provisioning and porting phone numbers. Wider reach in

regions including providing in-country local voice services in the U.S., Canada, UK, and Ireland.

- Only charge on usage
- Service provisioning takes minutes
- Scalable On-demand capacity – elasticity allows customers to be covered during peak periods without planning ahead.

Local and Domestic Inbound and Outbound Calling

Two Options are available to the Customers:

Per-Seat

- Each seat can receive inbound calls and place outbound calls and includes one DID.
- Includes an “unlimited” number of Local and Domestic Long Distance Inbound and Outbound minutes, subject to Avaya Cloud Inc.’s Fair Usage Policy of a combined 1000 minutes of calling traffic per month per seat.

A la Carte

- Select for SIP Trunking purely based on minutes and billed at the end of each month for minutes used.

International Long Distance

Avaya supports calling to approximately 200 destinations worldwide. The international long-distance bundle is available to be purchased only with any of the other bundles. It includes 1000 minutes of calling per month to the indicated countries.

International long-distance rates for all other countries are charged by the minute specific to the country called. All billing is calculated in 1-minute increments.

Toll-Free Service

Toll-Free/Free-Phone Service allows the customer to receive calls without Long Distance charges incurred by their customers.

Local Number (DID)

Additional DID/DDI numbers may be purchased for those choosing the Per Trunk service

Emergency Services (E911)

Emergency Services are supported subject to certain limitations and require phone and softphone registration. Customers must read and understand their service agreement.

Number Porting

Avaya lets Customers keep their current phone number and incorporate it into the new Avaya elastic SIP service. Transferring an existing number into a new service requires the Customer’s permission and is called porting. Porting times vary and are dependent on the Customer’s current provider.

The Customer’s current number will continue to work until the provider processes the request. Since there is no way to predict when that occurs, Avaya will provide the Customer with a temporary number until the porting is completed. This temporary number is automatically attached to the Service and will work with all telephones and softphones connected to the Service. Once the existing number has been successfully ported, it will be added to the Customer’s Service, and the temporary number will be removed.

Avaya Cloud Notification Solution (ACNS)

The Avaya Cloud Notification Solution (ACNS) is a cloud-based notification service that allows administrators to broadcast mass notifications to users across dispersed systems. Whether by Calling, SMS, Email, Push Notification, or Instant Message, ACNS can deliver information to users in a real-time manner. ACNS can not only send notifications but can also receive responses to get feedback from the outbound session. This feature is very valuable in polling, where an administrator of ACNS wants to get responses from individuals who received the notification. ACNS provides an open web service API for integrations with third-party products and solutions, including the Business Process Management systems for improving process efficiencies. It also includes a management web portal interface for creating notifications and checking notification status. The ACNS portal can store user/group profiles and provide intelligent notifications such as message priority, escalation tree, transfer, ad-hoc conference, message retrieval security pin, etc. It can support custom application add-ons to meet additional customer-specific requirements. It can be applied to the emergency broadcast, system alarming, Communication Enabled Business Process (CEBP) types of applications, and many vertical solutions in Public Safety, Private Safety, Healthcare, Hospitality, Financial, etc.

Value Proposition

- Allows customers to securely send notifications over any channel to any device in a matter of seconds.
- Messages tailored to different target audiences, based on their role and

relationship to the enterprise.

- Management focuses on critical decision-making and exception handling instead of message delivery.
- Human error, misinformation, rumors, emotion, and distraction, so often found during a crisis, are better managed and corrected.
- A documented notification event log can provide real-time and post-event analysis and management.

Sample Usage of Service:

Federal Government and Defense

- Security & Intelligence Agencies. Examples: DHS, Coast Guard, FBI, CIA, Secret Service, ATF, Federal Law Enforcement.
- Emergency Response & Monitoring Agencies. Examples: EPA, FEMA.
- Secure Facilities. Examples: DoD, DHS, NASA

Local Government

- Cities & Emergency Response Organizations, notifying the community of threatening and non-threatening incidents and events. Examples: Fires, HazMat, Weather

- Transportation, Utilities, Reverse911

- Inter-agency uses, response to unplanned incident or event. Examples: Pandemic, Transportation shutdown, HazMat

Energy, Utilities & Infrastructure

- Refineries, Power Plants, Airports/Sea Ports, notifying security, technicians, and stakeholders in the event of outage or incident impacting operations. Examples: Equipment failure, Security Threat, Oil Spill

Education

- Schools & Colleges, notifying security, students, faculty, and staff in the event of a threatening or criminal incident (Clery Act). Examples: Campus lockdown, criminal incident.

- Administration, notifying parents and students. Examples: absenteeism, financial aid processing, fund-raising, sports events.

Healthcare

- Hospitals, Physician collaboration (notify to a conference). Example: Test results, physician consultations

- Medical Response Organizations—notifying staff, doctors-related infrastructure.

Examples: Pandemics

- Patient and Facilities Management – patient whereabouts

Weather Alerting

- Detailed emergency alerts, geographies, and stop- start times
- Allow residents to manage their subscriptions to alerts
- Specialized call to action alerts to notify response teams, such as emergency managers or business continuity teams, and have them join conference calls to coordinate a response

Live Shooter Alerting

- Leverage the advanced warning capabilities of available premise-based equipment (panic buttons, acoustic gunshot detector, fire alarms) to automatically trigger a warning campaign to affected campuses, buildings, or recipients.
- Safety Status and location sharing enable geofence of at-risk areas.

Avaya Contact Tracing

Quickly Track, Monitor, and Notify Contacts of Potential Exposure to COVID-19

Contact Tracing from Avaya helps organizations alleviate the enormous burden on data collection and monitoring brought on by the COVID-19 crisis. Using automation and multi-channel engagement, Avaya's advanced technologies combine to provide a robust and scalable solution that can be deployed within days – either as an over-the-top application or with the Avaya software the Customer may already have in place.

Automation has always played a role in increasing satisfaction and now, in contact tracing efficiency. Of vital importance is that automation can be accomplished while keeping agents accessible for affected individuals when needed. Automation ensures that timely outbound calls are always made, and that calls are always answered, and contacts never need to wait, be placed on hold, or experience a dropped call. Automation helps offload agents of the most routine and repetitive tasks, making them available for calls that require direct contact.

Contact Access, Their Way, From Any Device

Individuals want to use their smartphones or tablet to communicate as their preferred means of interaction. Contact Tracing from Avaya works across various

voice and digital channels, including web chat, email, text messaging, and more.

Maximize Satisfaction and Team Performance

Contact Tracing from Avaya provides advanced productivity tools and proactive AI that help ensure the correct contact-agent pairing. Agent augmentation tools can provide real-time prompts and suggestions during live interactions. Additionally, a set of agent and supervisor browser-based desktop tools puts help at their fingertips when needed and is conveniently out of the way when not needed. Avaya's intuitive, unified experience speeds adoption and lowers training requirements.

AI Virtual Agents Help Contacts and Agents

AI-enabled Virtual Agents can have conversations with individuals using natural language. These automated agents can be used for gathering and conveying critical information. Machine learning capabilities learn customers' business and help improve communications responses over time. Live agents can be reached conveniently when needed; when paired with AI Virtual Agents, live agents are needed less frequently.

Features and Benefits

- Voice and Digital Channels – Enable contacts to interact easily through voice and across multiple digital channels (email, webchat, Short Message Service (SMS), Multimedia Messaging Service (MMS) while empowering your agents to manage interactions through a single desktop.
- Automated Outbound Notifications – Reach affected individuals and traced contacts through automated outbound notifications in the form of voice, bi-directional text messaging, virtual agent interactions, email, or a combination.
- AI Virtual Agents – AI Virtual Agents help ensure all calls are answered quickly, reducing ring time and wait time and aid in offloading live agents from routine inquiries and repetitive tasks.
- Automated Forms – Affected individuals that need to complete forms can do so in several different ways: Voice, SMS/text, or web pages.
- Tracing Details– Tracing contact details can be kept up to date with virtual agent input, live agent input, and the completion of automated forms. Tracing contains critical information about contacts, close contacts, and affected individuals and is used to notify contacts and gather additional information automatically.
- Automated Self Service – Facilitate an effortless experience by enabling contacts to complete all or part of their voice inquiry using natural language or touch tones.
- Mobile Detection – Many people across multiple demographics prefer text messaging on their mobile devices. Mobile detection technology allows customers to detect when the called party is on a mobile device and offer them to switch from a voice conversation to a text interaction.
- Voice-to-Text Transcriptions – Powerful, AI-driven end-to-end voice-to-text-transcriptions can help substantially increase agent performance in real-time by delivering prompts, initiating workflow actions, and enhancing compliance based on words or phrases spoken.
- Call Recording – End-to-end, Advanced Encryption Standard (AES) 256-bit encryption and dual-channel recording capture the contact interaction's details in its entirety, including the initial call in/out experience, hold time, and any transfers and conferences. Supervisors can employ an advanced search engine to locate calls using metadata parameters easily. Agents can restrict the capture of sensitive information.
- Screen Recording – Capture desktop screen activity to better understand how agents use web chat, email, and other business applications to help affected contacts.
- Compliance and Security - Enhance Health Insurance Portability and Accountability Act (HIPAA) security and compliance practices with data redaction capabilities.
- Live Monitoring – Supervisors can continually provide agents with feedback and join the agent-contact conversation when necessary.
- Quality Management – Supervisors can review individual interactions and obtain vital information to evaluate agent performance, identifying performance deviations, skill gaps, and deficiencies in processes that can be addressed through coaching and training.
- Coaching – Coaching and eLearning tools provide a framework for supervisors to build personalized training programs and deliver this training content directly to the agent desktop to improve their knowledge, skills, and interactions.
- Scheduling – Optimally plan, forecast, and schedule contact tracing staff to help achieve goals and targets.
- Surveys – Engage contacts immediately following their interactions using surveys to help understand their contact experience and better future interactions.
- Unified Reporting – Historical and real-time reporting provides easy-to-read information across voice and digital interactions
- Browser-based Desktop – Improve agent effectiveness and the contact experience by serving voice and digital interactions on a browser desktop.

Business Continuity – Local Survivability/Redundancy Avaya G450/G430

The Avaya G430 and G450 Gateways with the optional S8300 Server provides a local survivable processor at remote sites that will allow users to still make calls via the PSTN in the event of a WAN outage. Gateways can also interface with legacy endpoints (analog and digital) and digital T1/PRI trunks.

Designed to extend the power of Avaya Aura Communication Manager to all users in the enterprise, Avaya Gateways address the customer's need for converged solutions that support both TDM and IP telephony environments by seamlessly integrating traditional circuit-switched and IP-switched interfaces. This gives the enterprise flexibility to adapt to changing business needs. Avaya Gateways allow a customer's organization to evolve easily from TDM-based telephony to the next generation of IP infrastructures, including those based on the open SIP (Session Initiation Protocol) standard. Avaya Gateways are available in compact standalone, stackable, and chassis-based configurations that support analog, digital, IP PoE, LAN, and WAN interfaces. They are optimized for blended TDM/IP and all IP environments in distributed enterprises, small remote offices, and large campus environments with thousands of users.

Key Features:

- Interoperable with standards-based data networks to provide maximum flexibility and reduce the total cost of ownership.
- Survivability features and options that allow gateways to continue operating even if the primary server fails or in the event a WAN failure affects communications between the gateway and the server.
- Support multi-protocol environments, maximizing investment protection for enterprises that require concurrent support of TDM and IP-based telephony.
- Redundant system and network options that support high-availability configurations for both TDM and IP- based solutions.
- Designed for distributed networked telephony, extending the benefits of Avaya Aura Communication Manager to all enterprise users regardless of location.
- Connectivity across any public or private network using a variety of interface options over TDM, ATM, Ethernet, Frame Relay, or PPP.

Avaya S8300: The Avaya S8300 Communication Manager is a Local Survivable Processor that can be embedded in the G430/G450 Gateways. The Avaya S8300 provides a reliable foundation for voice capabilities in the event of a WAN/Network outage and delivers a robust and extensive set of communication capabilities on a highly reliable and highly scalable architecture. Communication Manager's multi-protocol support enables it to provide flexible use for analog, digital, H.323, and SIP endpoints. If a branch or the main location loses connectivity to the Wide Area Network, a gateway with an S8300 can provide reliable connectivity to the PSTN without loss of service to end-users.

Avaya's on-site gateways provide local analog and digital telephones with cloud connectivity. Additionally, the local survivable processor allows all telephones to remain fully functional in the event of a network disruption between the member's network and the Avaya Cloud data centers.

Currently, when in local survivable mode, T1s/PRI and analog trunks are supported. In the future (1Q23), Avaya will support the edge-friendly gateway which can incorporate SIP Trunking while in local survivable mode.

Device as a Service (DaaS)

Sourcewell members will have two options for the acquisition of telephone sets. Either can purchase, provision, and install all required phones (excluding soft clients that are included as part of the UCaaS Bundles) or select the Avaya Device as a Service (DaaS) option for Avaya J100 series IP Phones and Vantage K155 / K175 phones, as a managed service option for a low monthly/annual billing cycle.

Key Capabilities:

- Subscription flexibility
- Cancellation options
- Upgrade as needed
- Modernize your communications
- Stay current
- Easy Installation
- Simplified Administration

Avaya J100 IP Phones Series

The Avaya J100 IP Phones Series provide a state-of-the-art user experience. These desktop devices are modern, connected, and personalized. Avaya's Essential Experience Portfolio will enable transforming the professional desktop experience by enabling customers to modernize their desktops and add new capabilities such as Bluetooth and Wi-Fi connectivity. Sourcewell members can procure these Avaya-

certified devices and not have the burden of paying large capital expense payments upfront. It doesn't matter if the member has an on-premise, cloud, or hybrid architecture because the Sourcewell members can take advantage of this Avaya Device as a Service (DaaS) to pay as an operational expense model. The Avaya IP phones provide customers with a SIP/H.323 endpoint to handle calls and collaborate with others. The Avaya IP phone portfolio can range from lobby phones to high-end contact center devices. These endpoints can be Bluetooth and Wi-Fi enabled to work with any customer environment.

Avaya Vantage Devices: K155 and K175:

The illustrations on the right show the Avaya Vantage K155 and K175 Devices. Avaya conferencing phones allow customers to have great Omni-Sound audio quality during audio conferences to provide great collaboration between individuals regardless of the size in a room and number of participants. Avaya provides conference phones ranging from SIP, H.323, Analog and can support small or large conference rooms.

Avaya Vantage is our next-generation multi-media endpoint device that allows customers to take advantage of Google's Android-based Operating System. Users can use Avaya Vantage for many use cases and download third-party apps for better productivity. Users can still handle calls and join video conferences using this device with its built-in webcam and ability to join multiple conference bridges. These devices are Wi-Fi and Bluetooth capable with the ability to fit into any environment.

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	Please see response to questions 69 and 70.	*
72	Video or audio collaboration and conferencing;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 69 - Avaya Spaces.	*
73	Mobility options;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to questions 69 and 70.	*
74	Mass notification;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 70.	*
75	Enhanced messaging	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to questions 69 and 70.	*

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	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud. *
77	Omnichannel capability;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud. *
78	Interactive voice response;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud. *
79	Real time status;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud. *
80	Reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see response to question 69 – Avaya Experience Platform, Avaya Enterprise Cloud and Avaya Government Cloud. *
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	Please see responses to questions 69 and 70.

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

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - RFP 120122_AVAYA INC_Avaya Price Catalog.xlsx - Wednesday November 30, 2022 14:40:49
- [Financial Strength and Stability](#) - RFP 120122_AVAYA INC_Avaya 2021 Annual Report_Question 12.pdf - Wednesday November 30, 2022 14:41:26
- [Marketing Plan/Samples](#) - RFP 120122_AVAYA INC_Avaya Sourcewell Marketing Flyer_Sample_Question 11_31_32.pdf - Wednesday November 30, 2022 14:41:52
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - RFP 120122_AVAYA INC_AvayaEndUserWarrantyPolicy_Question 46.zip - Wednesday November 30, 2022 14:42:56
- [Standard Transaction Document Samples](#) - RFP 120122_AVAYA INC_SLISA General Terms US and Canada_Question 55.zip - Wednesday November 30, 2022 14:43:27
- [Upload Additional Document](#) - RFP 120122_AVAY INC_Additional Documents_Question 51_54_69.zip - Thursday December 01, 2022 10:34:01

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. - Jenifer Bond, Vice President, State/Local/Education Markets, Avaya 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

**AMENDMENT #1
TO
CONTRACT # 120122-AVY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Avaya Inc., now known as Avaya, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Unified Communication and Contact Center Solutions to Sourcewell and its Participating Entities, effective March 15, 2023, through March 17, 2027 (Contract).

Effective September 5, 2023, Avaya Inc. changed its name to "Avaya, LLC." As of the date of this Amendment, all references to "Avaya Inc." in Contract # 120122-AVY will be replaced with "Avaya, LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489... _____
Jeremy Schwartz, Chief Procurement Officer

Date: 12/28/2023 | 1:07 PM CST

Approved:

By: DocuSigned by:
Chad Coauette
48BAF71B0894454... _____
Chad Coauette, Executive Director/CEO

Date: 12/29/2023 | 7:07 AM CST

Avaya, LLC

By: DocuSigned by:
Jenifer Bond
ACA56E5C26AE443... _____
Jenifer Bond

Title: VP US SLED

Date: 12/28/2023 | 1:01 PM CST