Sourcewell

CONTRACT EXTENSION

Contract Number: #022719-MBS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitel Business Systems, Inc., 1146 N. Alma School Road, Mesa, AZ 85201 have entered into Contract #022719-MBS for the procurement of Unified Communications, Contact Center, and Related Services, Equipment and Applications. The Contract has an expiration date of April 11, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of April 11, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	Mitel Business Systems, Inc.
DocuSigned by: *Jeremy Schwartz*	DocuSigned by: *Frank Skiffington*
By: ____C0FD2A139D06489..._____	By: ____55D602DC77684F1..._____
Jeremy Schwartz	Frank Skiffington
Title: Chief Procurement Officer	Title: Frank Skiffington
Date: ___1/9/2023	8:41 AM CST___	Date: ___1/17/2023	9:24 AM PST___

Form C

Company Name: __Mitel Business Systems, Inc.__

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

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

Proposer's Signature: _Lou M℃Silvain_   Date: _2/20/19_

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
April 8, 2019
Date

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

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

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

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

Company Address: **.1146 N Alma School Rd**

City: **Mesa**   State: **AZ**   Zip: **85201**

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

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

Authorized Signature: *Lou McElwain*   **Lou Mc Elwain**
                                            (Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

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

Sourcewell Contract #: 022719-MBS

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

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

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

Sourcewell Authorized Signatures:

Jeremy Schwartz

COFDZA139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coauette

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 8, 2019

Sourcewell Contract # 022719-MBS

Vendor Authorized Signatures:

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

Vendor Name _____ MITEL BUSINESS SYSTEMS INC.

Authorized Signatory's Title _____ Senior Vice President, Sales Americas

Lou McElwain

VENDOR AUTHORIZED SIGNATURE

Lou Mc E/wain
(NAME PRINTED OR TYPED)

Executed on 4 / 9 , 20 19

Sourcewell Contract # 022719-MBS

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Company Name: Mitel Business Systems, Inc.

Address: 1146 N. Alma School Rd.

City/State/Zip: Mesa, AZ 85201

Telephone Number: 347-923-7587

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

Authorized Signature: _Lou McElwain_

Authorized Name (printed): Lou McElwain

Title: SVP Americas, Sales

Date: 2/20/19

Notarized

RITA SWINDLE
Notary ID # 5056173
My Commission Expires
October 16, 2020

Subscribed and sworn to before me this _20th_ day of _February_, 20 _19_

Notary Public in and for the County of _Denton_ State of _TX_

My commission expires: _10/16/20_

Signature: _Rita Swindle_

Form P

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

Proposer Name: _Mitel Business Systems, Inc._

Questionnaire completed by: __Sue Anders_

Payment Terms and Financing Options

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

Mitel payment terms are Net 30.

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

Mitel as a manufacturer prefers to partner with best of breed leasing companies to provide the most suitable leasing vehicles and options for our Partners and Sourcewell members. We are in an active partnership with National Cooperative Leasing to provide flexible leasing options including Municipal leases which address most, if not all, of the specific terms and conditions that may govern the specific requirements of the government or education customer like non-appropriation of funds clauses and termination clauses to address and facilitate financing over multiple budget years. In addition we have an active partnership with Great America Leasing who has been serving our Channel Partner community for over 25 years with extremely flexible financing options. While Partner provided leasing and financing options are not limited to these companies, Mitel continues to promote the utilization of finance vehicles specifically focused on addressing the acquisition of our products and services as turnkey solutions.

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

We have instituted and evolved our government contract order process to ensure compliance with our current Sourcewell contract. The process has been documented internally and is subject to both internal and external audit. All orders receive final approval by our Finance VP and Government Contract Manager prior to shipping to assure 100% compliance.

- Opportunity is identified and placed in Salesforce.
- Mitel authorized Sourcewell partner submits Government Activation Form for initial contract compliance.
- Partner is verified to be able to sell off Sourcewell Contract via selling agent agreement . At that time, we verify that the end-user is a member of Sourcewell and, if not, Sourcewell membership instructions are provided so that they can sign up.
- A quote is provided to the customer/partner only after the Sourcewell pricing has been verified by a member of our Vertical Sales Group (VSG)/Government Distributor team and the Sourcewell ordering instructions have been included.

- Partner provides contract compliant quote to customer/end user with Sourcewell contract number.

- In accordance with the contract, either the end-user or Authorized Sourcewell Selling Agent Channel Partner can issue a PO to Mitel's Government Order Desk (USGovernmentSales@mitel.com) or our authorized Government Distributor (ScanSource or Jenne).

- All government orders must reference the Mitel Sourcewell contract number and meet all the criteria provided on the Sourcewell ordering instructions before it will be processed.

- Government or Partner PO is held until the order passes all Sourcewell compliance review and approval.

- Once all approvals have been received, the order is processed, fulfilled, and shipped by either Mitel's direct Government Order Desk or the authorized Mitel Government Distributor.

- In the case of an end-user order that contains implementation labor, the customer is invoiced 100% upon completion and cutover. Once this occurs, the end-user signs a Delivery and Acceptance Certificate confirming the installation is complete and there are no outstanding issues.

- All Sourcewell orders are logged monthly to ensure that appropriate contract fees are paid, and sales reports are submitted on a quarterly basis.

- Government Distributor(s) will submit POS reports monthly to Mitel Government Contract Manager for contract quarterly sales reporting and payment of the Sourcewell administrative fee.

- Mitel will oversee all compliance and sales reports that will be reviewed for audit, and quarterly reports will be submitted to Sourcewell as required.

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

Our Authorized Channel Partners must sign a Sourcewell Selling Agent Agreement as an Addendum to their Mitel Authorized Partner Agreement before they can participate in utilizing the Sourcewell contract. After which, they may accept the end-user's PO and issue their own PO to Mitel's Government Order Desk or Government Distributor team. Our Contracts Management Group maintains a list of all Authorized Channel Partners who have signed the Sourcewell Selling Agent Agreement. This list is updated monthly and shared with our Government Order Desk and Government Distributor team.

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

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

Warranty

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

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

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

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

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

(ii) Hardware Warranty - During the term of the manufacturer's warranty period, twelve (12) months from date of delivery, all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for Customer under this hardware warranty is for Mitel, at its election, to repair, replace or modify the defective parts. Mitel may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty. Any part removed shall become the property of Mitel.

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

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

During the term of the manufacturer's warranty period, all hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for the Sourcewell member under the Hardware Warranty is for Mitel, at Mitel's election, to repair or replace the defective parts. Replacement parts will be covered for the remainder of the existing Hardware Warranty.

Please note that there is no advanced replacement included in the basic parts warranty; this is a return-to depot parts warranty. The Sourcewell member may purchase Labor Support at additional charge. Mitel software and hardware warranties become void if one of the following occurs:

- The system is not used properly in accordance with the manufacturer's specifications and operating instructions or is otherwise abused, damaged, or negligently serviced or maintained by anyone other than Mitel.
- Work is performed on the system by technicians not authorized by Mitel.
- The system is installed or used in combination or in assembly with products that are either not approved by Mitel or not compatible with the system.
- The customer breaches a material term of the agreement.

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

Mitel has no usage limit restrictions.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Any items under warranty which require repair are sent to the Mitel repair team and, if necessary, an advance replacement is shipped out. During the warranty period, we would not charge travel time or mileage for any required service work. We would charge travel in 1/2 hour increments for any MAC (Move, Adds, Changes) related work. Mitel never charges for mileage.

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

Mitel can cover all geographical areas in the U.S., either by a certified Mitel technician/partner, or by a qualified "smart hands" subcontractor. The subcontractor would have access to Mitel technicians for remote support.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

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

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

DOA/Bad-out-of-box replacements:

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

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

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

Returns/Change Orders:

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

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

The following information is required:

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

Additional information:

- If for a deletion only, a Change Order Form is not required.
- If for an addition only, or an addition and deletion, a Change Order Form is generated to show the items, quantities and pricing. It then needs to be approved by the Partner or End-User, depending on who submitted the original Purchase Order.
- For the return of Licenses, they cannot be allocated to an Application Record in the AMC. If they are, the Partner needs to work with the AMC group to have the licenses un-allocated from the Application Record before a return for credit can be done.
- A 20% re-stocking fee may be charged at the discretion of Mitel.

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

Beyond implementation, Mitel Maintenance and Management Services will continually strengthen and extend the value and relevance of your solution. Standard manufacturer's Service Level Agreement coverage (which includes software assurance, warranty and repair) is complemented by an advanced remote monitoring and resolution service. Incidents are handled according to your chosen response plan and managed by Mitel's global service desk from the first alarm to post-resolution.

Maintenance Support Plans (Mitel premise solutions)

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

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

Premium Plus/Full Support 24x7 Coverage:

- Hours of Coverage
  - 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite support for a Major Failure.
  - 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Minor Failure.
- Response Objectives
  - Major Equipment Failure
    - Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
    - Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.
  - Minor Equipment Failure
    - Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
    - Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

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

Premium Classic/Day Support 8x5 Coverage:

- Hours of Coverage
  - 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at Mitel's then current rates.
- Response Objectives
  - Major Equipment Failure
    - Response within two (2) hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
    - Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.
  - Minor Equipment Failure
    - Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
    - Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel's locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.
- Parts Replacement
  - Expedited replacement of defective parts and materials is included during the coverage hours purchased as detailed above.

Premium Hardware Coverage (excludes remote and onsite labor):

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

Premium System Coverage:

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

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

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

- o Minor Equipment Failure

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

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

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

Eight Enterprise Support Offerings:

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

MiCloud Connect Service Plans

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

UCaaS Service Plans

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

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

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

<u>Telephony Service Plans</u>

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

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

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

MiCloud Connect Feature Comparison

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

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

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

MiCloud Connect Contact Center Service Plans

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

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

Pricing, Delivery, Audits, and Administrative Fee

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

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

Third Party (**3**) – a third party provides the component or element that is included in the solution.
Value-Added Reseller/Systems Integrator (**VS**) – the Proposer is a value-added reseller (VAR) or systems integrator (SI) that will ensure the solution's various components are integrated to function as required.

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

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

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

PRODUCT/SERVICE MATRIX

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

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

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

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

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

All quotes are returned to the Partner prior to presentation to the Sourcewell member in a line item detail format to provide transparent confirmation and contract compliance to ensure to the member that they are receiving the appropriate pricing under the contract.

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

As Sourcewell advises, Mitel acknowledges and reserves the right to make price and product adjustments during the term of an awarded contract via the Sourcewell Price and Product Change Request Form.

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

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

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

As Sourcewell's exclusive telecommunications vendor for more than nine (9) years, Mitel has worked diligently to structure a discount model that represents the best value for Sourcewell members including taking into consideration total cost of acquisition and ownership, pricing clarity, and minimizing exceptions, exclusions, or limitations of liabilities.

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

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

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

10) The pricing offered in this proposal is

        _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

        _____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

     X____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

        _____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Mitel proposes to extend additional discounts under defined marketing programs and published promotions. Mitel proposes an additional 2% volume discount for opportunities of $500K USD and above as negotiated for the benefit of the Sourcewell member for Mitel hardware and software.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Mitel has access to and can supply a broad range of peripheral products that compliment and may be required to complete a turnkey installation. These Open Source items are provided by Mitel, our authorized selling agents, and distribution partners as required on a mutually acceptable basis to the Sourcewell member. These products and services are commonly ancillary elements to the turnkey solution but may, in some cases, be required to compliment or augment a member's existing installation. Offer and

acceptance of these elements will be at the member's discretion. Quotes will be provided for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Installation, maintenance and associated services provided by Partners would be quoted and negotiated between the Sourcewell member and the Partner.

Third party components, as an element of the total cost of acquisition, will be quoted and mutually agreed upon per Sourcewell member requirements.

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

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

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

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

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Mitel provides a very secure Web based delivery method for our software and license delivery, the Applications Management Center (AMC). The AMC provides a single interface for the delivery and management (assignment and reassignment) of licenses and software applications from Mitel. Sourcewell members can manage their own licenses or share their records with Partners who can assist them. The AMC allows the customer to take advantage of Mitel's flexible licensing model directly.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Mitel has a well-developed process for ensuring that Sourcewell members receive pricing compliant with the contract terms. There are several checkpoints in the process which are described in detail below:
- Pre-sales pricing review and quote validation by Mitel Vertical Sales Group (VSG) and the Government Distribution partners.
- Quote comparison to order by Order Processing team (must match)
- Order contract compliance approval by VSG management and Contract Management.
- Order pricing compliance approval by Contract Management and Mitel Finance.

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

Mitel employs an active link between our quoting tool (CPQ) and our master pricing parts list database to ensure the most current and accurate pricing is provided to the Sourcewell member on any given quote.

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

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

- Accurately representing which Mitel products are allowable for sale under government contracts;
- Accurately representing the price or cost of Mitel products or services;
- Not improperly soliciting or obtaining confidential information, such as sealed competitors' bids, from government officials prior to the award of a contract;
- Hiring present and former government personnel only in compliance with applicable laws and regulations (as well as in consultation with the Legal Department and Human Resources); and
- Not including hidden terms, side agreements or other undisclosed arrangements.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

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

Industry-Specific Questions

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

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

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

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

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

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

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

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

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

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

Mitel's strategy and roadmap includes providing cloud applications for all these platforms so that Mitel customers can add newly developed and yet to be developed cloud applications to their Mitel solution be they onsite or cloud. Mitel CloudLink is the platform that enables communications between an on-premise MiVoice Office PBX and cloud-based applications.
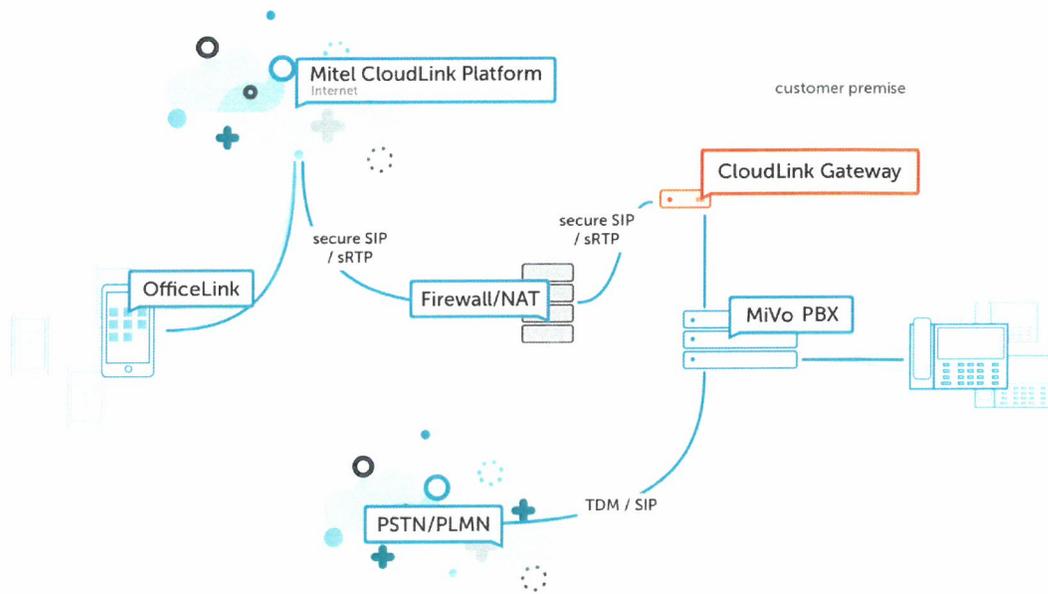
Mitel CloudLink is a technology enabler that provides this capability with a secured connection from the existing Mitel solution to cloud-based micro service designed applications running in Amazon Web Services cloud for example. Mitel OfficeLink for the MiVoice Office 250 is Mitel's first application designed to make use of this technology with Mitel Teamwork (including SMS integration) followed and Mitel's roadmap includes multiple other technology enablers to come.

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

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

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

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

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

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

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

21) How do you enable Member migrations/upgrades over time?
   - Describe hardware and software upgrade strategies.
   - How do you "future proof" Members' solutions?

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

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

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

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

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

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

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

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

MiVoice Office 250

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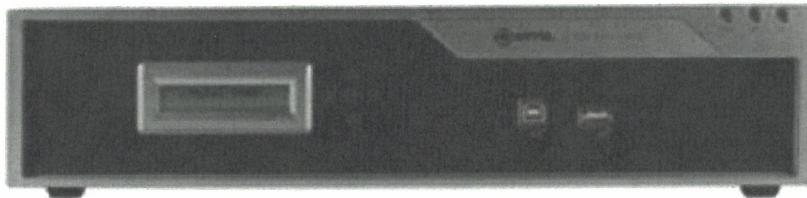
MiVoice Office 250 Controller

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

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

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

MiContact Center Office

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

Calls Waiting
All Calls

0

Longest Waiting

00:00:00

Total Inbound
All Calls

68

Total Outbound
All Calls

58

Benefits include

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

MiVoice Connect

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

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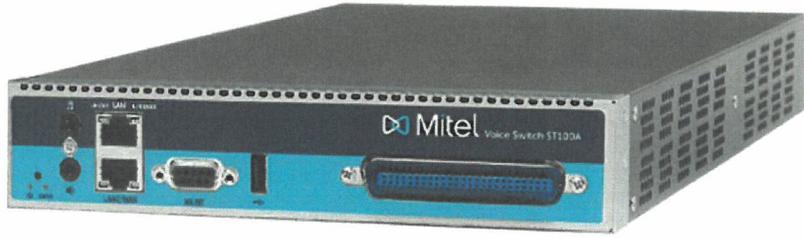
Mitel ST Switch

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

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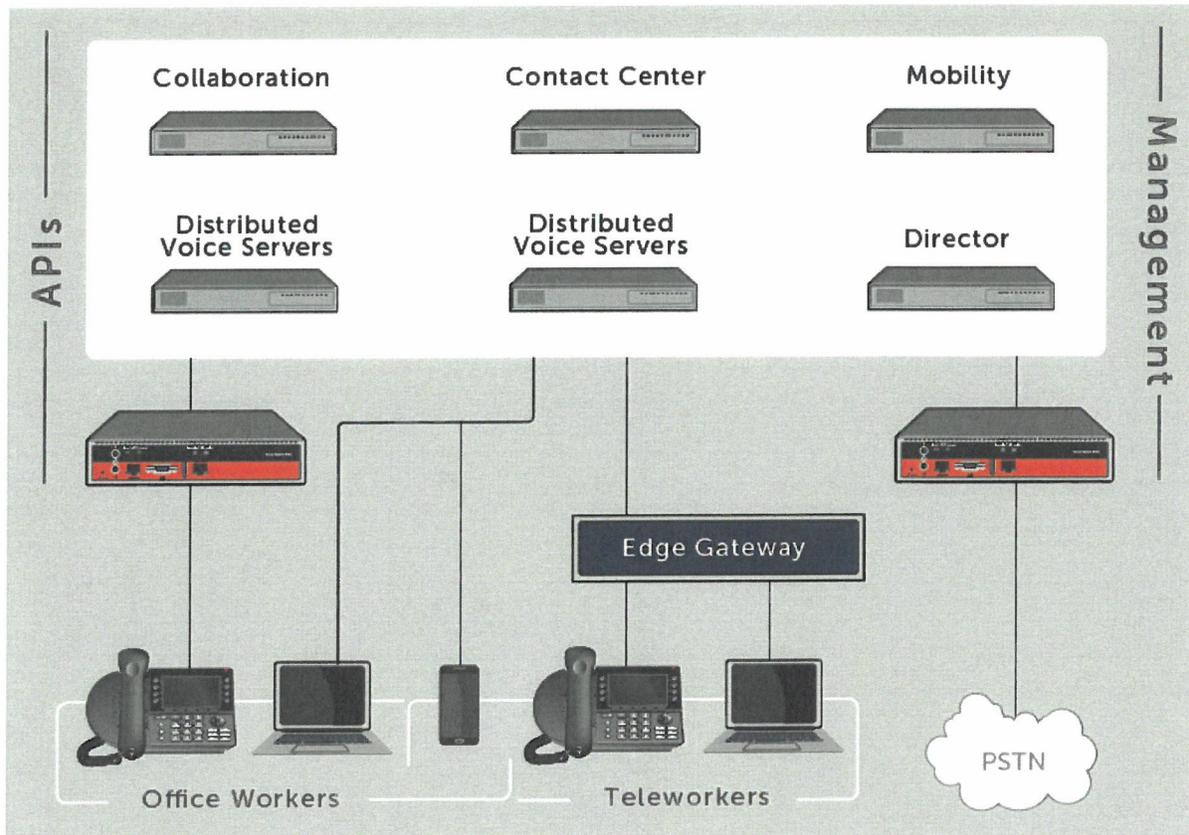
The Mitel Connect Edge Gateway improves access to the MiVoice Connect system for remote workers. With the Mitel Connect Edge Gateway, there is no need for off-site users to launch a VPN to use Mitel Connect IP phones.

MiVoice Business

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

- Mitel 3300 ICP controllers, including MXe III, CX II, CXi II, AX, and EX

- Industry standard servers from (for example) Oracle®, HP®, IBM®, and Dell®

- VMware® vSphere™ and Microsoft® Hyper V™ virtualization platforms

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

Mitel 3300 ICP EX Controller

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


Mitel 3300 ICP MXe III Controller

MiContact Center Business (for MiVoice Business, MiCloud Flex)

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

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

All MiContact Center Business solutions are IP based, enabling customers to manage their contact centers from anywhere, anytime with an Internet connection. MiContact Center Business can be deployed on physical or virtual servers.
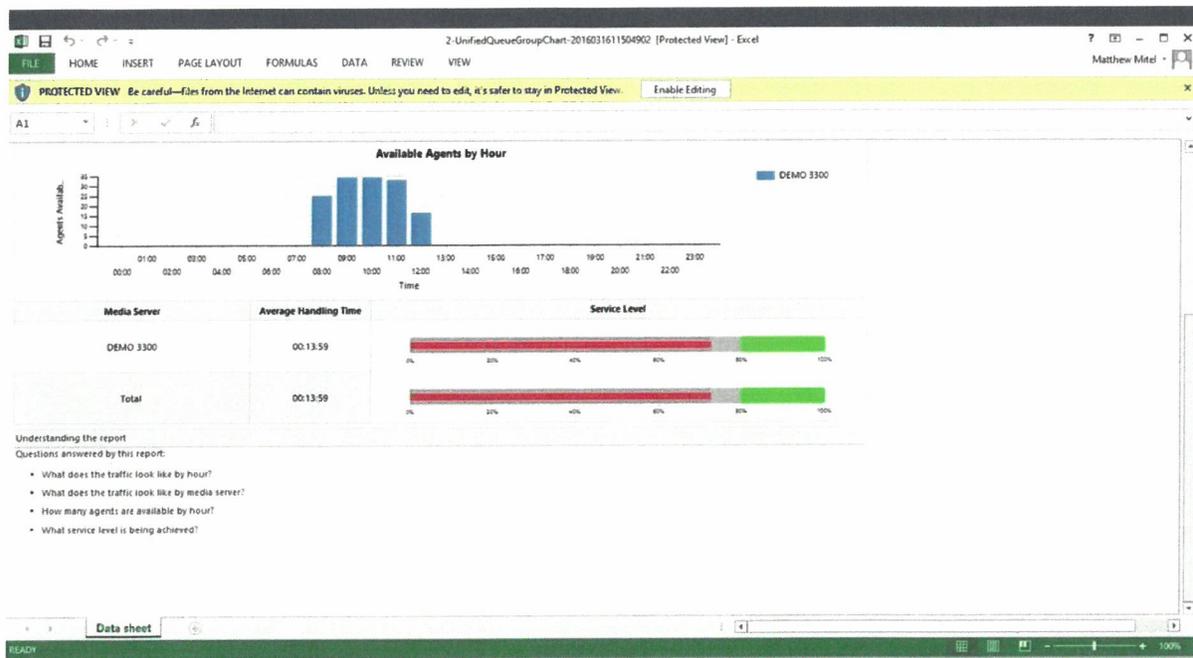
MiContact Center Business provides customers the freedom to engage with their customers on their preferred device and provides consistent customer experience across all media types, throughout the entire customer journey (e.g. email, web chat, SMS. social media etc.). Leading to an increase in customer satisfaction (CSAT) scores, improved first contact resolution (FCR) rates and lower customer effort scores (CES).

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

MiVoice MX-ONE

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

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

MX-ONE 1U
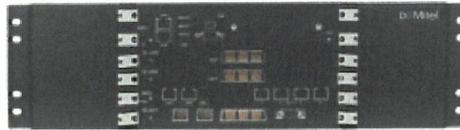
MX-ONE Lite
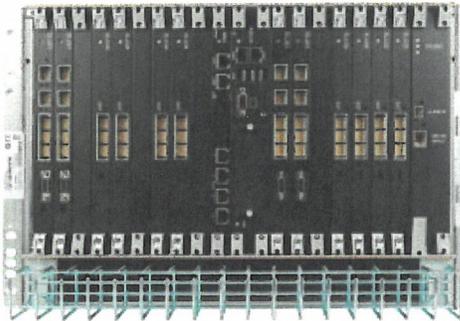
MX-ONE Classic

MX-ONE Gateways

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

MiContact Center Enterprise (for MX-ONE)

MiContact Center Enterprise is an all-in-one, adaptive and flexible platform for Unified Communications, mobility, contact center, business process automation, analytics and reporting as well as service and database integration. Mitel continues to build on supporting customers to transform their telephone oriented call center to a true, two-way, multi-modal interaction hub providing even more choices of interaction methods by implementing additional multi-channel access capabilities, including enhanced e-mail and chat routing options.
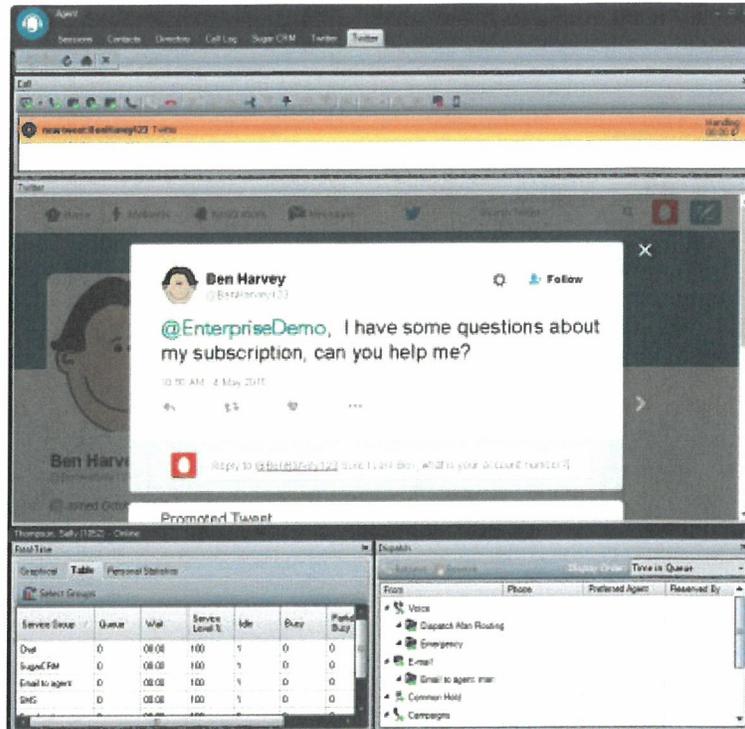
- Expandable up to 1,500 agents on a single system
- Single virtual solution for up to 10 networked MiContact Center Enterprise systems
- Mobile applications improve staff flexibility and productivity
- Embrace all communication channels including voice email, fax, SMS, chat, Social Media
- Skills-based routing provides customer answers fast
- All channels can be handed off to supervisor or subject matter expert
- Supervisor overview of all interactions Available in Lite, SME Multimedia and full Multimedia versions
- Low total cost of ownership – easy to deploy, use and manage

MiCloud Connect

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

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

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

MiCloud Flex

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

23) Describe the primary partners with whom you proposed UC and contact center solutions.
   - Do they have specific areas or vertical markets of expertise, particularly those in which Sourcewell Members are active?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Key Features of the Data Center

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

Data Center Connectivity

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

Data Center Power

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

Data Center Cooling

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

- Water-side economization

Data Center Security

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

Data Center Fire Protection

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

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

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

Mitel MiCloud solutions support these capabilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

In each deployment, Mitel builds a system that includes flexibility for change, assurance of a proper installation, an optimized system configuration to minimize the effect of failure and guarantee service ability, and rapid repair capabilities.
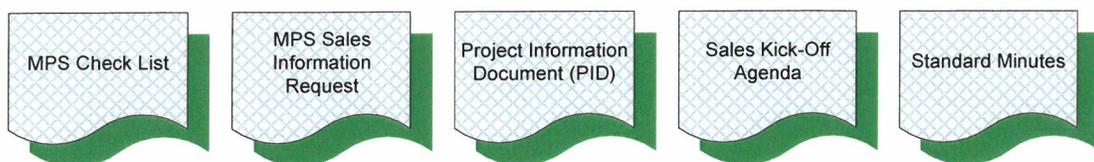
Mitel uses a five-phase process for all projects initiated through Mitel Professional Services. These phases are summarized for you below.

Project Initiation

Defines and authorizes a project or project phase

- team assignment
- document verification
- sales meeting

Documents used for the initiation of a project:

MPS Check List	MPS Sales Information Request	Project Information Document (PID)	Sales Kick-Off Agenda	Standard Minutes

Standard meetings needed for this project phase:

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

Project Planning

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

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

Documents used for the planning of a project:

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

Standard meetings needed for this project phase:

- customer kick-off
- customer technical

Project Execution

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

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

Project planning documents:

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

Standard meetings:

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

Project Control

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

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

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

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

Project planning documents:

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

Standard meetings:

- pre-cutover
- cutover call
- post cutover

Project Close

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

Final project meetings include the following:

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

Project planning documents:

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

Standard meeting:

- project close

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _Lou McElwain_____ Date: _2/20/19_____