



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gioia P Ambrette Inc., dba Newcastle Communications, 999 S. Oyster Bay Road, Suite 111, Bethpage, NY 11714 (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.

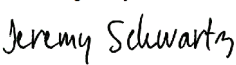
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

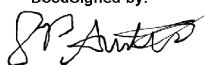
**22. CANCELLATION**

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

Gioia P Ambrette, Inc.  
dba Newcastle Communications

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/15/2023 | 1:02 PM CDT

DocuSigned by:  
  
By: 8ADFC1EB29A44C2...  
Gioia P Ambrette  
Title: President  
Date: 3/22/2023 | 12:49 PM PDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/22/2023 | 2:59 PM CDT

# RFP 120122 - Unified Communication and Contact Center Solutions

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## Vendor Details

Company Name: Gioia P Ambrette, Inc.  
Does your company conduct business under any other name? If yes, please state: Newcastle Communications  
Address: 999 S Oyster Bay Rd  
Ste 111  
Bethpage, NY 11714  
Contact: Joseph Mansfield  
Email: jmansfield@nccomm.com  
Phone: 212-780-9680 129  
Fax: 212-780-9759  
HST#: 133132807

## Submission Details

Created On: Monday November 07, 2022 12:59:42  
Submitted On: Thursday December 01, 2022 14:12:01  
Submitted By: Joseph Mansfield  
Email: jmansfield@nccomm.com  
Transaction #: 8e6988db-7d5c-4ecb-945e-0d9cc138ab5f  
Submitter's IP Address: 209.122.226.86

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## 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")	Gioia P Ambrette, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A, but we propose the products and services of NEC Corporation of North America.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Newcastle Communications
4	Provide your CAGE code or Unique Entity Identifier (SAM):	76E57
5	Proposer Physical Address:	999 S Oyster Bay Rd Ste 111, Bethpage, NY 11714
6	Proposer website address (or addresses):	www.nccomm.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):	Gioia P Ambrette, President, 999 S Oyster Bay Rd Ste 111, Bethpage, NY 11714, gioia@nccomm.com P:212-780-9680x111 C:917-776-5929
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gioia P Ambrette, President, 999 S Oyster Bay Rd Ste 111, Bethpage, NY 11714, gioia@nccomm.com P:212-780-9680x111 C:917-776-5929
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joseph P Mansfield, Assistant to the President, 999 S Oyster Bay Rd Ste 111, Bethpage, NY 11714, jmansfield@nccomm.com P:212-780-9680x129 C:917-640-8247

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Newcastle Communications was founded by its present president Gioia P. Ambrette, in 1980. Newcastle has been in business for over 43 years and is a WBNC and New York State woman owned and certified business. Our longevity in the industry speaks volumes about our core competency and business philosophy.</p> <p>Our core values and business philosophy are best exemplified by our company motto: "It is the word which speaks boldly of your intention and the action which speaks louder than words." Simply put, this means we honor our promises, and react quickly to resolve client questions and issues. The number one thing that distinguishes Newcastle from our competitors is a consistent high level of customer service. We can't promise to be perfect, but we can promise to take full responsibility for our actions.</p> <p>Our company grew to become a national resource to consultants, telephone companies and end-users for the design, sales, distribution, installation and ongoing maintenance for the following applications:</p> <ul style="list-style-type: none"> <li>• VoIP Phone Systems</li> <li>• Private Cloud, Public Cloud (UCaaS and CCaaS) and HYBRID telephony applications for both on-site and remote workers</li> <li>• Unified Messaging (UM)</li> <li>• Contact/Call Centers</li> <li>• Speech Recognition</li> <li>• IVR applications</li> <li>• Call recording</li> <li>• Facial recognition</li> <li>• Network software applications</li> <li>• Fault tolerant servers</li> <li>• Fax Servers (on-premise or cloud)</li> <li>• Cloud applications for Data Storage</li> <li>• SIP Trunking</li> <li>• On-premise expertise in programming and maintaining SIParators</li> <li>• Bullet Proof Disaster recovery and failover options</li> <li>• Cyber security - customized analysis/testing packages for this purpose</li> <li>• Authorized MS Teams Integrator (important when integrating Teams with cloud telephony).</li> </ul> <p>One size does not fit all; choices are the key in today's fast-moving converged IT and Telephony disciplines, and this is what Newcastle specializes in.</p> <p>Our national footprint includes States, Cities, Towns and Counties throughout the United States in addition to Large Hospital Systems, Universities and Colleges and Fortune1000 corporations.</p> <p>Newcastle Communications is based in Bethpage, New York and has sales and technical support representatives in Florida, Missouri, Texas and California. Our solutions have been installed and used with close to 1,000 customers throughout the continental United States and in Canada.</p> <p>We have been an NEC authorized technology integrator for over 25 years. Newcastle is in the unique position of only a small handful of dealers nationwide who hold two contracts with NEC Corporation of America; (1) We are an authorized subcontractor for NEC Direct to install NEC systems for NEC's direct Enterprise sales force and, (2) Newcastle also has a contract as an authorized NEC dealer and systems integrator.</p> <p>We also represent Esker Fax servers and EFax servers, both cloud and on-premise fax systems. Many of our government, education, and non-profit clients continue to require and use fax applications.</p> <p>Finally, Gioia P Ambrette, Newcastle's president, is on NEC's North American Dealers Board of Directors and is one of 10 Directors (11 consecutive years). The Board meets at NEC's headquarters in Dallas, quarterly, with all the high-ranking executives that run NEC's North American Business. This gives Newcastle and all our clients high visibility at NEC Corporate; a good thing for our customers. Gioia has been chosen via the NEC Board of Directors to lead the 2023 NEC Corporate Initiative "Keep and Expand Your Customer Base." Sourcewell will be a big part of this initiative.</p> <p>We hope you will continue your contract with Newcastle to help guide your members' organizations in designing solid technology solutions for their businesses.</p>
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11	What are your company's expectations in the event of an award?	Gioia Ambrette has recently been re-elected to NEC's (the manufacturer of on-premise, cloud and cloud hybrid telephony applications) North American Board of Directors, representing 473 NEC Dealers in the US. She was appointed as head of the committee to introduce NEC Corporate's 2023 initiative with its dealer base called "Keep and Expand Your Customer Base". This program will be marketed to NEC's 473 dealer network; this will have a HUGE impact on our Sourcwell contract and its visibility within the dealer network on an on-going basis. Gioia will be organizing bi-monthly seminars and weekly email blasts to the dealer network. Each is to deal with how to expand one's relationship with current and prospective clients. The Sourcwell contract will be highlighted in each of these events. There are 39,000 non-profits, government, healthcare and school/university systems in this dealer network! This is an incredible opportunity to properly leverage the Sourcwell contract. This will be our main point of focus.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our Profit and Loss Statements for 2020, 2021, and 2022 October YTD in the Document section. (*) As you can see from our P&L statements, Newcastle has experienced strong growth in the last 3 years. We also believe that our length of time in the industry, 43 years, speaks volumes as to our staying power and reputation.  We have also included NEC's last financial statement since this is our anchor product line for cloud, on-premise and hybrid telephony applications. NEC is a publicly held multi-billion-dollar international technology company. They are the worldwide leader in telephony endpoints (for cloud, on-premise and hybrid telephony) internationally and are VERY stable financially.	*
13	What is your US market share for the solutions that you are proposing?	NEC's global market share in 2020 for all telephony applications was 22.1% and was rated #1 worldwide. In North America market share is 24.3%.  Newcastle is a dealer who has sold and supports slightly over 700 clients in North America (and a handful in Canada). Most of Newcastle's clients are large Hospital systems, Government entities, Nonprofits, Colleges & Universities and Fortune 1000 companies.	*
14	What is your Canadian market share for the solutions that you are proposing?	Newcastle has a few Canadian Client Companies (13) but NEC has 45 Dealers in Canada who are part of North American Dealer network that, as stated in question 11, will be participating in the NEC North American Dealer Boards "Keep and Expand Your Customer Base" initiative in 2023.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Newcastle is primarily a value-added reseller for NEC products (for this RFP). A copy of our authorization is uploaded as an attachment to this bid. (*)  NEC's dealer network is independent. (*)  As described above, Newcastle is both an authorized distributor of ALL of NEC's products/software applications listed in their North American portfolio and a subcontractor for NEC Corp direct sales and support organization. Attached is NEC's letter of confirmation/written authorization of these two contracts and verification that Gioia P Ambrette is on the North American Dealers board of directors.  This will be a collaborative effort between Newcastle communications and NEC Corporation of America. Newcastle is BOTH an authorized distributor/dealer/reseller of NEC's entire Unified Communications portfolio and also an authorized subcontractor for NEC Corporation's US direct sales and support organization for the installation and ongoing technical support services; so Newcastle holds two contracts with NEC Corp of America. Another important and unique component of our relationship with NEC is that Newcastle's president, Gioia P. Ambrette, is also a member of NEC's North American Dealers Board of Directors (for 11 consecutive years) This is a 10-member board that represents the 473 NEC authorized dealers in the US and Canada. Being intimately familiar with the "best premium players" in this large North American dealer network will be essential in providing Sourcwell with a very effective sales, support and marketing program that this RFP requires for success.)  As stated in Line Item 11, Gioia Ambrette has been reelected to NEC's North American Dealer Board and is now leading the committee for NEC's "Keep and Expand Your Customer Base" initiative for 2023. This is an NEC corporate initiative. This will include, but not be limited to, bimonthly dealer seminars and weekly email blasts to the entire North American dealer base.	*



17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of Newcastle sales, engineering and technical staff are trained and certified by NEC or any of the other manufacturers' applications that are mentioned in this bid document. Any other selected distributors used (other than Newcastle) will be an NEC authorized dealer in good standing and any of their staff used to implement a project will be NEC trained and certified. The only other products/software applications used that are not NEC products are on-site and cloud faxing applications from eFax and Esker. Since most of our government and healthcare entities that we deal with are still using fax, we feel this is an important application to provide for Sourcewell's members. Newcastle has been an authorized dealer with certified technicians for these products for 23+ years. Newcastle will be the only entity selling, installing and maintaining these listed fax applications.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply as there have been none.	*

**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>Newcastle has received the NEC Cloud Partner of the Year award for 2019.</p> <p>Gioia Ambrette has received an award for her 'Outstanding Dedication and Service on NEC Dealers Association (NECDA) Board of Directors' for 2019.</p> <p>As a valued NEC partner, we would like to share NEC's awards and recognitions. These are accomplishments Newcastle takes pride in as well.</p> <p>NEC has received the following industry awards/recognitions:</p> <p>NEC Takes No.1 Position as Worldwide Market Leader In MZA's Global Call Control (PBX-IP PBX) Market Report</p> <p>NEC Corporation announced that it has become the leading vendor in the global Call Control (PBX-IP PBX) extensions/licenses market, taking the No.1 position as worldwide market leader in MZA's latest Call Control (PBX-IP PBX) report for Q3 2018.</p> <p>NEC's Video Face Recognition Technology Ranks First in NIST Testing</p> <p>NEC Corporation announced that NEC's face recognition technology achieved the highest performance evaluation in the recent Face in Video Evaluation testing performed by the U.S. National Institute of Standards and Technology (NIST).</p> <p>NEC Recognized as Company of the Year</p> <p>NEC Corporation of America announced today that it was recognized by global research firm Frost &amp; Sullivan with its Best Practice Award for Company of the Year for its NeoFace facial recognition software and the company's strong adoption and performance in the government and public sector market.</p> <p>NEC Wins Prestigious Oracle Excellence Award</p> <p>NEC Corporation announced that Oracle has awarded the company with its 2016 Oracle Excellence Award for Specialized Partner of the Year: Global - Database.</p> <p>Frost &amp; Sullivan Applauds NEC Based on its recent analysis of face recognition technology for the government and public sectors, Frost &amp; Sullivan recognizes NEC Corporation of America.</p> <p>NEC Receives CUSTOMER Contact Center Technology Award</p> <p>Technology Marketing Corporation (TMC) has named NEC's UNIVERGE Business ConneCT as a Contact Center Technology Award winner, presented by CUSTOMER magazine.</p> <p>NEC Wins the Gold Award for Field Innovation</p> <p>NEC Informatec Systems, Ltd., together with TAPIRS Co., Ltd., have won "The 2015 Gold Award for Field Innovation" from the Japanese Society for Artificial Intelligence.</p> <p>NEC's UNIVERGE BLUE Top Cloud Solution For Second Year in Row</p>	*

		<p>NEC Corporation of America announced with NEC Corporation that UNIVERGE BLUE Business Cloud Services UCaaS cloud-based solution received the highest overall score in the annual Unified Communications mock Request for Proposal (RFP) session.</p> <p>NEC Selected as TechTarget Silver Product of the Year</p> <p>NEC Corporation of America announced that HYDRRAstor 4.4 storage platform has been selected as Silver winner in the Storage magazine/SearchStorage.com Products of the Year Backup Hardware category.</p> <p>NEC were recently named by UC Today as one of the Most Innovative UCaaS/CCaaS Vendors to Watch in 2022</p> <p><a href="https://www.uctoday.com/unified-communications/most-innovative-ucaas-ccaas-vendors-to-watch-in-2022/?utm_campaign=Corporate%20Communications&amp;utm_content=218040431&amp;utm_medium=social&amp;utm_source=linkedin&amp;hss_channel=lcp-2675380">https://www.uctoday.com/unified-communications/most-innovative-ucaas-ccaas-vendors-to-watch-in-2022/?utm_campaign=Corporate%20Communications&amp;utm_content=218040431&amp;utm_medium=social&amp;utm_source=linkedin&amp;hss_channel=lcp-2675380</a> [nam12.safelinks.protection.outlook.com]</p> <p>Late last year NEC were named by MZA as the global no.1 in SMB (Small and Medium Business) Business Phone Systems, and will be again recognized in the coming weeks for the 8th year running.</p> <p><a href="https://www.necam.com/newsroom/pressannouncements/2021announcements/7YearPhoneSystems/">https://www.necam.com/newsroom/pressannouncements/2021announcements/7YearPhoneSystems/</a> [nam12.safelinks.protection.outlook.com]</p> <p>NEC were also named to the Aragon UCC Globe Leader Board for Unified Communications and Collaboration.</p>	
20	What percentage of your sales are to the governmental sector in the past three years	41% for Newcastle	*
21	What percentage of your sales are to the education sector in the past three years	25% for Newcastle	*
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>Newcastle is listed under NEC's New Jersey State contract and New York's State OGS contracts. We are also listed under AVST's New York State Contract.</p> <p>Furthermore, NEC has an NCPA (National Cooperative Purchasing Alliance) contract, which all dealers can use, ad which runs from August 2021 through August 2026. NEC dealers are utilizing the NCPA contract for an average of \$8.5M annually.</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>NEC uses its GSA Schedule 70 as a standard for discounts across all State contracts and Purchasing Cooperatives. Below is the list of NEC contracts. Annual Volume sales are considered confidential. On a case by case basis, NEC can provide the information.</p> <ul style="list-style-type: none"> <li>• GSA Contract – EC America Teaming Agreement Expires: 6/26/2024</li> <li>• Maryland Department of Information Technology Expires: 3/31/2024</li> <li>• New Jersey State Contract Expires 1/31/2026</li> <li>• New York OGS Contract Expires 3/17/2024</li> <li>• NCPA (National Cooperative Purchasing Alliance) Expires 8/31/2026</li> </ul>	*

#### Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Montgomery County, NY	Daniel Colon	518-853-4304	*
Ulster County, NY	Alan Macaluso	845-334-5564	*
City of Deland, FL	Greg Widden	386-626-7000	*

**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 *
US Marine Corps Army Base Cherry Point	Government	North Carolina - NC	Installing 8,000 endpoints for private cloud	\$575,000	\$471,000
Ulster County, NY	Government	New York - NY	Managed Telephony Services	\$175,000 annually	\$525,000
City of Deland	Government	Florida - FL	Managed Telephony Services	\$75,000 annually	\$225,000
State University of New York, Polytechnical Institute	Education	New York - NY	Managed Telephony Services and upgrade	\$706,000	\$706,000
Thomas Jefferson Medical	Non-Profit	Pennsylvania - PA	Voice Processing and Fax, Managed Services, and System Upgrade	\$450,000	\$450,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	<p>Newcastle will utilize Newcastle's sales team. Several dozen of NEC's premium dealers (selected out of a network of 473 dealers) will also be utilized for sales as well to provide full geographic coverage for the U.S. and Canada. Newcastle will be the lead coordinator for all entities involved and dedicate a core team of a sales engineer, two salespeople, a marketing representative, an operations manager and three technical support representatives all focused on Sourcwell. These are all full-time employees of Newcastle This team will be expanded as the contract marketing and sales ramp up. NEC's Government Division will support Newcastle in NEC North America's new initiative "Keep and Expand Your Customer Base" for 2023. This dovetails nicely with NEC's effort to leverage the Sourcwell contract in their focuses corporate initiative "Keep and Expand Your Customer Base."</p> <p>As stated above, Newcastle and NEC (the manufacturer) will have a collaborative effort in order to effectively deliver the technical sales, marketing and technical support requirements for this contract. Newcastle is a company with a US and Canadian presence. Newcastle has direct clients throughout the US and clients in Canada as well. We have our own sales, design, installation, operations, implementation and technical 24x7x365 services. All are direct employees of Newcastle. Newcastle intends to dedicate a sales, marketing, operations and technical team to the Sourcwell contract. This will be the complete team that will direct all efforts on behalf of the Sourcwell network.</p> <p>Finally, we will also be working with NEC's Government Division in a very aggressive way, for NEC North America's "Keep and Expand Your Customer Base" initiative for 2023. Authorized NEC dealers in the US and Canada will also be engaged to effectively fulfill the requirements of this contract.</p>

27	Dealer network or other distribution methods.	Newcastle will utilize Newcastle's sales and technical support team and NEC's premium dealers (selected out of a network of 473 dealers) will be utilized for sales and services as well to provide full geographic coverage for the U.S. and Canada. Newcastle will be the lead coordinator for all entities involved and dedicate a core team of a sales engineer, two salespeople, a marketing representative, an operations manager and three technical support representatives all focused on Sourcewell. These are all full time employees of Newcastle. This team will be expanded as the contract marketing and sales ramp up. Again: We will also be working with NEC's Government Division in a very aggressive way, for NEC North America's "Keep and Expand Your Customer Base" initiative for 2023. As stated before, this is an NEC initiative so all eyes at NEC Corporate Headquarters are in this program.	*
28	Service force.	Newcastle will utilize Newcastle's sales and technical support team. Several dozen of NEC's dealers (selected out of a network of 473 dealers) may be utilized for services as well to provide full geographic coverage for the U.S. and Canada. Newcastle will be the lead coordinator for all entities involved and dedicate a core team of a sales engineer, two salespeople, a marketing representative, an operations manager and three technical support representatives all focused on Sourcewell. These are all full-time employees of Newcastle. This team will be expanded as the contract marketing and sales ramp up. Again: We will also be working with NEC's Government Division in a very aggressive way, for NEC North America's "Keep and Expand Your Customer Base" initiative for 2023.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Newcastle will be responsible for all reporting to Sourcewell. All purchase orders will be placed in Newcastle's order tracking and accounting system even if another NEC dealer is providing the sales and installation support. NEC Corporate will make us aware of these orders. Newcastle has been responsible for providing quarterly sales/revenue reports, that are required for the State and City of New York, for many years. Newcastle's order tracking and accounting system fully automates this process and provides the detailed reports. Name, address, goods and services sold, dates of transaction, payment terms and if payment has been received or not. These reports can be easily modified to meet Sourcewell's reporting requirements. NEC Corporate has similar applications for tracking purposes.	*
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.	Newcastle Communications prides itself in its exceptional customer service. Newcastle is a 24x7x365 support organization. All participants in support of Sourcewell will have to adhere to Newcastle's best practices and will be monetarily penalized if they fail and ultimately dropped from the program. We have operational tools via a comprehensive CRM system for tracking all new jobs, adds and technical support questions and troubleshooting tickets. Our systems give us response metrics on everything we do. All non-emergency calls are answered within 45 minutes during normal business hours. Emergency "system down" calls are taken immediately. After 8 PM, Eastern time our 24x7x365 clients have a special number to call to alert our on-call staff. These calls are responded to within 20 minutes. If a call is not picked up by one of the on-call technicians in 5 minutes, it is routed to a service manager, if the on-call service manager does not pick up within 5 minutes it goes to the on-call operations manager this escalation procedure has never gone beyond the on-call service manager. All questions or trouble calls are assigned a ticket number and emailed to a client once a resolution is completed (our average ticket resolution is 48 minutes from start to finish) the client is given a written summary. We will be able to supply Sourcewell with both project and service response time metrics.  All new installations are executed with the following procedure no matter how small or large. An initial conference call or on-site meeting is arranged with the client and we review a checklist provided by sales and sales engineering which is reviewed in detail with the client. The client's timeline targets are discussed. A detailed summary of the call is sent to the client. If the client agrees that all information is included in the summary, we then work on a detailed project plan which is presented to the client during the next scheduled conference call or on-site meeting. Everything from training, to system programming is thoroughly documented for the client so by the time the system is in production the client has all pertinent details, diagrams, IP addresses, training materials etc. All NEC North America dealers will adhere to the process listed above.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Newcastle's sales, marketing and operations representatives are located in our Long Island, NY headquarters, a sales engineer assigned to Sourcewell will be located in North Carolina. Newcastle's four technical representatives assigned to Sourcewell are located in New York, St Louis, Miami, and Dallas. All are full time employees of Newcastle. A select group of strong NEC dealers will be utilized as well. These dealers will be required to use only full-time employees who have been trained and certified by NEC. Dealers will also use all of Newcastle's installation and services "Best Practices" which include all our standard paperwork, project plans, training materials, diagrams etc. and our ticketing and CRM system. In this way we can generate accurate reports to Sourcewell concerning all project and service metrics. NEC is headquartered in Irving, TX with employees located around the country.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	When it comes to providing our products and services to Sourcewell member agencies in Canada, as stated Newcastle has clients in Canada already and NEC has a strong Canadian dealer network which will be leveraged.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas that we cannot service.	*
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?	There are no Sourcewell Member sectors that we cannot service. There are no other cooperative purchasing contract(s) that would limit our ability to promote the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are none. Members in Alaska and Hawaii will be serviced by premium dealers in the NEC network.	*

**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.	Newcastle uses a multitude of marketing options today and will create a specialized, strategic plan. Newcastle will be working with developing this plan with NEC North America's Government Division. This will consist of; email campaigns, Government and Education trade shows, and tapping into Newcastle's current customer base and the NEC's dealer channel government/education customer base. We will rely on the dedicated Sourcewell team to communicate the pricing and contract particulars to members but if allowed, we can have a member outreach program that will include educational WebEx and videos which would speak to educate members regarding generic industry applications and what's new in the UC Communications world. These events tend to work very well. We would also like to disseminate success stories that describe UC Communications used in various vertical markets that are appropriate for your members. We like to do "Lunch and Learn" events approaching this on a regional basis throughout the US and Canada. All marketing materials will be co-branded with the Sourcewell name prominently displayed.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Newcastle and NEC North America Government Division will work in tandem with Sourcewell to develop a multi-faceted marketing plan that will promote the Sourcewell contract with Newcastle's current and potential customers, as well as NEC's entire dealer network and their government/education base of clients.  We will use a variety of digital asset types—web banners, videos, data sheets, case studies, success stories, and so on—in multiple formats, including HTML, HTML5, PDF, and Microsoft Office to create campaigns that can be customized for specific target solutions. These will be used to digitally deploy co-branded campaigns (search, social, syndication, email, event, microsites and more) and enable Newcastle to run these integrated campaigns with just a few clicks. Newcastle can track the performance of programs and campaigns, and quickly determine what is working and what needs changing to generate more leads. Having business analytics and intelligence available enables us to have real time access to activity and performance of these campaign to shape them for maximum results. All marketing materials will be co-branded with the Sourcewell name prominently displayed.  At Newcastle, we use smart marketing tools such as Zinfi to enhance our intelligence and effectiveness with marketing. As mentioned above, we also use video's, WebEx, and Lunch and learn programs. Our Zinfi programs (which are provided by NEC) include great tracking reports on the effectiveness of a marketing campaign.
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?	Newcastle and NEC North America Government Division envisions Sourcewell as a resource in promoting the new contract. Newcastle and NEC North America Government Division intend to provide the heavy lifting but, we believe Sourcewell can help us close any gaps that may arise by advising their members of the existence of a new vendor and our areas of expertise. Our Sales Team will be advised to promote Sourcewell to all our government, healthcare, education, and non-profit clients.  WE WOULD LIKE A SOURCEWELL REPRESENTATIVE TO ATTEND AN NEC NORTH AMERICA 10-MEMBERS DEALER BOARD MEETING TO PRESENT THE SOURCEWELL STORY TO THE BOARD AND TO THE NEC CORPORATE EXECUTIVE STAFF THAT WILL BE ATTENDING THIS MEETING. AS WELL.
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.	As previously mentioned, Newcastle does not provide "one size fits all" solutions. We feel it is important to interact with our customers for any purchase, big or small, to provide the best experience. Because of this, we do not utilize an e-procurement system.

**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.	All systems sold, come with a half a day to two days of training this is included along with the first years 24x7x365 technical support. We also include refresher administrative training for all system and add on system modules during the first year after installation. This additional training can be requested by the client at any time. Newcastle's technical staff conducts this training on-site or via on-line video meeting applications.  A client can also pay to have an employee certified as a technician. The employee would have to be sent to NEC's headquarter in Dallas for a week's training. The cost is in the \$2,500 range.  All NEC dealers that participate in the Sourcewell contract will comply with this.



41	Describe any technological advances that your proposed products or services offer.	<p>Newcastle is presenting the NEC VoIP Telephony software and hardware applications to Sourcewell.</p> <p>These VoIP Telephony software and hardware applications are technologically advanced in several ways.</p> <p>First, there are four core offerings:</p> <p>(1) The NEC Univerge3C Private Cloud (U3C): Private cloud is defined as a totally software based Unified Communications application that runs in a client's data center. The data center can be on the client promise or outsourced. There are NO proprietary components required for a private cloud VoIP telephony application. Private cloud telephony applications are being used in government and education where security is critical and the client wishes to have total system control. Private Cloud has all the functionality of Public Cloud telephony applications: mobile clients, sophisticated help desk/call center, IVR, conferencing-voice and video, desktop application, call recording and much more (see attached brochures). Some unique attributes of the Univerge3C:</p> <p>(a) The U3C is a real ACTIVE/ACTIVE load balancing system.</p> <p>(b) Failover is totally transparent to the user population, calls stay in process in the event the primary application needs to failover to another virtual instance</p> <p>(c) Clients can make as many copies of the core U3C software for failover/disaster recovery purposes. There is NO COST for these copies which are fully functional, these copies are ACTIVE in the virtual environment and can help us design a "bullet proof" very secure telephony system.</p> <p>(d) The U3C is JITC certified. This is a Department of Defense certification...again very important where security is a big concern.</p> <p>(e) The U3C can handle up to 30,000 users on one virtual server.</p> <p>(2) NEC On-Premise VoIP PBXs the NEC 9000 series: These stand-alone telephony VoIP PBX systems have proprietary hardware components and have many of the Public and Private cloud features (although not as expansive) like mobile clients, conferencing, unified messaging and helpdesk/call center, call recording etc.</p> <p>(3) NEC Blue Connect, Engage &amp; Bridge Public Cloud: This is NEC's extremely robust cloud offering. It has an Enterprise level call center, video conferencing for hundreds of users, voice conferencing for hundreds of users, IVR, mobile and desktop applications, Integration with MS Teams, Collaboration, User status indication, Engage help desk connects to client websites for live chat or BOT chat, texting to government constituents (with full archiving and reporting) 9999.9 uptime and much more! If 5 nines reliability is not delivered NEC guarantees a refund for the time the system was not fully functional... something other manufacturers in our industry do not do!</p> <p>(4) NEC Hybrid Cloud, called BRIDGE: After Covid started many organizations rushed to the cloud and thought it would resolve many of the headaches of handling remote workers and on-premise PBX maintenance and in many ways it did. Organizations are now re-analyzing this as the on-going costs were more than expected and security and failover capabilities have become a large concern for any application in the cloud. What was discovered, was, if the telephony cloud provider had a denial of service attack or some other cyber security breach that the promise of just going to the system portal in the cloud to redirect calls to a series of cell phones was not possible; the portal usually cannot be accessed during these events. NEC came up with an innovative "belt and suspenders" approach to giving their clients a fully integrated Hybrid telephony environment. NEC has been the first to take their on-premise PBX line and fully integrate their PBX systems with their NEC Blue cloud application. What many of our county governments are doing is keeping their NEC U3C, or 9000 series PBX for back-office workers that have to come in each day and also creating an EOC (emergency operating center). The Blue Cloud is fully integrated with any of these systems. Users cannot tell if someone has a cloud extension or if someone is still using the on-site PBX. In the event that the cloud is unreachable business continues and incoming calls can be received, and outgoing calls made, if there is a disaster on-site all users can be brought to the cloud in minutes. Obviously, this effects costs as well and has saved our clients money in that they leveraged the on-premise Telephony system that has already been paid for and are paying for fewer on-going licenses for the cloud.... the best of both worlds!</p> <p>Finally, all four options listed above can be integrated with NEC's biometrics (facial, retina and fingerprint). This too is unique in the industry. The biometrics can be used with access control systems as well. This is an important add-on for now and the future, particularly for government.</p> <p>NEC has a financial arm in North America, NEC Financial Services. This is an added benefit as we can offer leasing and special government leasing products that NEC Financial Services offers. This gives Newcastle much more flexibility putting together quotes for cost sensitive organizations. (Please see the attached brochure).</p> <p>As noted in question 10, our NEC portfolio of products and applications can be designed for on-site, cloud, or as hybrid solutions (combination of both cloud and on-site applications). As we said, One Size does NOT Fit All. NEC's portfolio is EXTREMELY flexible.</p>
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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>Newcastle puts much effort into delivering products that are 'low maintenance' and require a minimal amount of travel.</p> <p>Most of Newcastle's services are delivered remote/online, causing no or very little environmental impact.</p> <p>In case of service on-site, Newcastle promotes travel using transit, minimizing the company's ecological footprint.</p> <p>NEC has developed a long-term environmental policy through 2030. Below are the goals that the corporation strives to achieve.</p> <p>Goals:</p> <p>(1) Low carbon: Contribute to overall CO<sub>2</sub> reductions through IT solutions  (2) Low carbon: Improve the energy efficiency of products  (3) Strengthen activities aimed at preserving ecological biodiversity  (4) Promote the conservation and recycling of resources</p> <p>1. Low carbon: Contribute to overall CO<sub>2</sub> reductions through IT solutions</p> <p>Provide IT solutions that help curb overall CO<sub>2</sub> emissions as well as NEC's efforts to curb CO<sub>2</sub> emissions in its manufacturing processes and offices.</p> <p>Reduce CO<sub>2</sub> emissions by 50 million tons by fiscal year 2031</p> <p>2. Low carbon: Improve the energy efficiency of products</p> <p>Increase the energy efficiency of products and curb their CO<sub>2</sub> emissions.</p> <p>Fiscal year 2031:</p> <p>90% improvement in the weighted average (*1) of all products  80% improvement in each product group (as compared to products in 2005)</p> <p>Fiscal year 2018, 2019 and 2020:</p> <p>80% improvement in the weighted average of all products  70% improvement in each product group (as compared to products in 2005)</p> <p>3. Strengthen activities aimed at preserving ecological biodiversity</p> <p>Enrich activities based on the NEC Group Principles for Conserving Biodiversity.</p> <p>Provide solutions that contribute to the conservation of ecological biodiversity, including earth observation technologies via satellite and wireless sensor terminals that monitor natural ecological systems.</p> <p>Further reinforce NEC's leading initiatives in "Forestation," "Rice Paddy Planting" and "MDD Exercises" (*2).</p> <p>4. Promote of resource recycling and resource saving</p> <p>Address the issue of oil resource depletion by promoting the use of bioplastics.</p> <p>Bioplastics adopted by all major products (*3) by fiscal year 2017</p> <p>Volunteer activities that NEC Group employees worldwide take part in.  (*1)Energy conservation results base on product performance  (*2)MDD: NEC Make-a-Difference Drive  (*3)Excluding products such as those with few plastic parts and those whose performance would be degraded by the use of bioplastics.</p> <p>NEC has been both rated for our environmental accomplishments and the recipient of many awards in the past five years for our impact on the environment. More information can be found at <a href="https://www.nec.com/en/global/eco/communication/prize/index.html">https://www.nec.com/en/global/eco/communication/prize/index.html</a></p>
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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>Climate Change: Reducing NEC Corporation's CO2 Emissions to "Effectively Zero" by 2050</p> <p>Climate Transition Plan: NEC has formulated a climate transition plan that combines existing guidelines and initiatives to transition to a business model aimed at carbon neutrality by 2050 in line with the goals of the Paris Agreement. The process involves a PDCA cycle that includes future forecasting via scenario analysis, clarification of business risks and opportunities, formulation of a medium- to long-term plan, and implementation and evaluation of measures. As part of this process, we will continue to report to the Board of Directors and disclose progress in line with TCFD recommendations.</p> <p>Long-term CO2 Emissions Reduction Targets: In 2017, NEC formulated its Course of Action for Climate Change Toward 2050. In September 2021, NEC became signatory to Business Ambition for 1.5°C and declared that it will aim for net zero CO2 emissions from Scope 1, 2, and 3 by 2050. This means that, in addition to its previous target for the Company's business activities (Scope 1 and 2), NEC is aiming for net zero emissions for Scope 3, Which includes its entire supply chain.</p> <p>External Evaluations Regarding the Environment: NEC was included in the CDP2021 "A List" for both Climate Change and Water Security, marking three consecutive years of inclusion. NEC was also listed on the CDP's Supplier Engagement Leaderboard, the highest rating conducted by the CDP for supplier engagement.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Newcastle has been a woman owned business enterprise (WBE) since 2005. We are a certified WBE in the US, the states of New Jersey, New York, and Pennsylvania, as well as in the cities of New York and Philadelphia. Certifications are attached. The following overview lists our certifications in this area: (*)</p> <p>Women's Business Enterprise Certified for Federal - Certificate Number: 2005110040</p> <p>Women Owned Small Business Certified for Federal – Certificate Number: WOSB172131</p> <p>New York State OGS Contract # PM68177 as a Value-Added Reseller for AVST (Applied Voice &amp; Speech Technologies, Inc.)</p> <p>New York State OGS Contract # PM20910 as a Value-Added Reseller for NEC Corporation of America</p> <p>New Jersey State Contract # 80801 as a Value-Added Reseller for NEC Corporation of America</p> <p>Minority and Women Owned Business for State of New York – File ID Number: 8127</p> <p>Women Owned Business for City of New York - Certificate Number: MWCERT-6627</p> <p>Women Owned Business for State of New Jersey – Certificate Number: 65090-15</p> <p>Women Owned Business for City of Philadelphia – Vendor ID Number: 20181704</p>

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>Newcastle Communications is a woman owned and certified company with 43 years specializing in Telephony/IT and then the converged Unified Communications space. This can be an advantage to Sourcewell members that have to meet certain minority business criteria as per mandates from their local and State governments. Newcastle has the woman owned certifications but most important: the skill sets to execute what is required for Sourcewell members.</p> <p>For over 50 years in North America, NEC has been one of the most financially stable manufacturers in the Telephony/IT industry and now the converged Unified Communications space. In addition, NEC's R&amp;D budget dwarfs the dollars put into R&amp;D by other comparable organizations; both of these facts are critical for NEC to continue to be an innovative leader in Unified Communications and beyond.</p> <p>Newcastle's technical services are outstanding, our SLAs are amongst the industries best. We also have a special program for remote clients, we take any hardware (phones and gateways predominantly and sometimes servers) and leave an "inventory kit" at the client site. This is a NO CHARGE item taken from Newcastle's inventory, so if a phone brakes or a gateway fails, the client just plugs in the new one and our technical staff remotes in and an issue is solved in minutes not hours. We have had a side benefit to this as well, some of our bigger counties and hospitals have, on occasion, needed to quickly set up a new clinic or in one case, county auditors were coming in and additional phones were required: everything was on site and set up in under two hours. The equipment that was used was billed and the inventory kit was restocked. There is no other competitive dealer, that we are aware of, that leaves a NO CHARGE components kit on a client's site. We have won many a bid due to this service. Finally, NEC's 24x7x365 technical support is there to support us and all their authorized dealers as well.</p> <p>The following is repetitive, please refer to Question 41, as these are important innovations that distinguish NEC's vision and advancements in products and applications over other manufacturers:</p> <p>As stated, our NEC portfolio of products and applications can be designed for on-site, cloud or as hybrid solutions (combination of both cloud and on-site applications). As we said, One Size does NOT Fit All. NEC's portfolio is EXTREMELY flexible.</p> <p>We will be able to leverage NEC's dealer network, 473 dealers strong, to cover all portions of North America that is required by Sourcewell. The NEC North America's "Keep and Expand Your Customer Base" initiative for 2023.will be a wonderful thing to leverage with Sourcewell.</p>
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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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, our warranties cover all parts and labor. All new &amp; refurbished hardware and software purchased from Newcastle qualify.</p> <p>Warranties cover hardware or software failures during the manufacturer's warranty period. Systems damaged due to fire, flood, storm, explosion etc. void the warranty.</p> <p>All hardware and software have manufacturer warranties that range from 1-3 years after the date of client written acceptance acknowledging the system is in full production.</p> <p>A unique aspect of Newcastle is our extended warranty program; warranties on all components will continue after the first year, and after the manufacturer's warranty ends, as long as an active annual or multi-year Newcastle service agreement is in place and will continue until hardware or software is EOL (end of life). As long as software has NEC's software assurance, software never should be EOL; all hardware will ultimately have an EOL date.</p> <p>NEC Blue Public Cloud applications provide 99.999% (five nines) uptime. If this is not adhered to, a refund will be provided for the time that service was (fully) functioning.</p> <p>Claims procedure, Hardware: Client calls Newcastle during normal business hours or after-hours if critical component failure, technician verifies that component needs to be replaced. If the client has a Newcastle supplied "inventory kit" of telephones and any other hardware components required on-site, the client merely takes the new component out of the box, plugs it in and our technical staff will immediately apply any programming that is required. The client will place the faulty component in the box with an RMA number that has been issued by Newcastle and sends it back to Newcastle using the supplied label in the box. Newcastle pays for the shipping. If the client does not have an "inventory kit" the procedure is the same except the local dealer will deliver the component with-in 1-3 hours and take care of the replacement. If it is a non-critical component such as a conference room phone and there is no sense of urgency Newcastle may opt to overnight the replacement.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No, our warranties do not impose usage restrictions and other limitations that adversely affect coverage. The following terms are standard and reasonable</p> <p>Equipment Environment: The Purchaser must provide a suitable physical environment including UPS power and air conditioning as required per the manufacturer specifications for on-premise VoIP telephony systems.</p> <p>As stated in line item 46, NEC Blue Cloud Telephony applications provide a 99.999% (five nines) uptime. If this is not adhered to, a refund will be provided for the time that service was (fully) functioning.</p> <p>Force Majeure: Newcastle shall not be liable for any failure of or delay in the performance of equipment covered in this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, electrical supply failure or interruption, fire, flood, storm, explosion, nuclear accident, sabotage, or any other force majeure event.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, warranties cover the expense of technicians 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?	<p>As stated, if a Sourcewell member is remote, a no cost "inventory kit" from Newcastle's inventory will be placed at the clients' location(s) so all necessary hardware will immediately be available if a component failure takes place. Newcastle Communications does have remote technicians across the country to service most regions. 'Remote' is defined as an area that takes more than 3-5 hours to reach by Newcastle's technical staff or one of the selected NEC authorized dealers. Quite frankly, having inventory kits on site provides more effective service response then rolling a truck as we are always guaranteed the proper replacement equipment is one site and ready to go and our technical staff can get on-line and remedy an issue in 15-45 minutes versus waiting for an hour or more for a technician and truck to arrive; as stated earlier, it also facilitates a rapid expansion. We have had a number of counties and hospital systems use the inventory kit to provide extra phones for auditors and emergencies and several healthcare systems deploy phones and gateways to quickly expand clinics and other situations the IT/telecom staff was given short notice to allocate resources to.</p> <p>Also, for NEC Blue Cloud Telephony services we keep extra phones and ATA devices on site for ease of support.</p>	*
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?	Yes, all hardware and software purchased through Newcastle is covered.	*
51	What are your proposed exchange and return programs and policies?	<p>As stated above, Newcastle will exchange or replace any manufacturer defeated hardware and will apply patches or upgrades to any defective software. The member will contact our technical staff and we will open an RMA case and we will handle the return and replacement of the equipment via an on-site "inventory kit", local dealer or for non urgent issues overnight the component. All shipping costs are absorbed by Newcastle. As long as the components are under manufacturer warranty this applies. A unique aspect of Newcastle is our extended warranty program; warranties on all components will continue after the first year, and/or after the manufacturer's warranty ends, as long as an active annual or multi-year Newcastle service agreement in in place and will continue until hardware or software is EOL (end of life). As long as software has NEC's software assurance, software never should not be EOL; all hardware will ultimately have an EOL date.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>(A) After the first year 24x7x365 warranty support services are completed, we offer the following (these items can also be added as options at the time of initial purchase):</p> <p>(B) 1-5 year annual standard business hours or 24x7x365 support options. All these options include hardware and software warranties and annual software assurance where appropriate. The fact that Newcastle extends hardware and software warranties beyond what the manufacturer offers, makes our programs unique in the industry.</p> <p>(C.1) For on-premise systems we offer optional Remote Monitoring systems to monitor the health of both client network and NEC hardware and software that go beyond the monitoring software that are built into the NEC systems. This is typically offered to larger Enterprise organizations.</p> <p>(C.2) For all NEC Blue Cloud Telephony applications, large or small, have remote monitoring built into the applications, so no additional remote monitoring systems are required.</p> <p>(D) We offer optional Managed Services agreement where Newcastle handles all Adds, Moves or Changes of the system(s). Managed services can be delivered as a remote service and/or we offer technical on-site personnel to handle this work for as many days or weeks a month the client requires. This service applies to on-premise as well as NEC Blue Cloud applications.</p> <p>(E) We offer an option to include the labor for remote or on-site annual software version upgrades for all the systems we sell to keep our customers up to date with the latest NEC software versions which always include new features and functions.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	a) Our payment terms are flexible as different Cities, Counties, States, Healthcare Organizations, Schools and Nonprofits have very different requirements/guidelines they must adhere to by way of payment schedules. b) Net 30-90 is typical of what we agree to, but this is not cast in stone. If feasible, we will also break up purchase payments over an extended period of time.
54	Describe any leasing or financing options available for use by educational or governmental entities.	There are special NEC Government leasing packages from NEC Financial Services. The flexible terms of the Government financing packages are specifically tailored to the needs of government entities including equipment upgrades or expansions as adds to an existing Master Lease. These adds do not have to be for NEC products. Please see attached brochures (*)
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.	A sample service contract is attached. (*) We also typically get purchase orders from government entities with the verbiage duplicated from our price quote and scope-of-work document.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-cards. If, however, the card company takes out a percentage of the billed amount, Newcastle will have to add that percentage to the invoice.

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	The attached price book indicates MSRP and SKU numbers. There are group -item discounts for software and hardware for each item.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount range is predominantly from 40% on some software applications, down to 3%/0% on some small number of hardware components. Again, the pricing is always subject to quarterly system discount promotions, rebates, trade ins etc from NEC, so discounts are very likely to be more than listed. Newcastle can also ask for special discount considerations from NEC for all non-profit entities. This is submitted on a case-by-case basis.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Newcastle listed pricing is a "not to exceed" cost. There are always additional discounts for bundles of system licenses and phones to be applied. These quantity discounts start at 50, 100, 150, 200 for licences, phones etc. but are dependent on the system size and the system configuration. Also, there are typically manufacturer rebate programs and trade in programs that are released quarterly. Newcastle can also ask for special discount considerations from NEC for all non-profit entities. This is submitted on a case-by-case basis
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.	Newcastle's method would be to supply a quote for each such request. We usually can obtain reasonable pricing for open market/nonstandard options if this is not the case, we add 3-5% or \$195 minimum to the disclosed cost of goods.

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation and product training for clients' employees are the two items that are part of the cost of acquisition and are not included in our price list. Installation typically ranges from 3%-18% of the total cost of goods and is calculated on the final system configuration; of course this varies based on the scope of work a client wishes us to tackle. For instance, some of our clients do not have the internal resources to complete a network evaluation or network upgrade so, they may ask us to include that in our scope of work to insure their network is ready for the systems they wish to purchase and implement from us. Also, if a site is very remote, travel costs may be added. Administrator training for up to 5 system administrators and "train the trainer" are always included in our installation cost, but if employee training is required over a series of days there would be additional costs for a dedicated on-site employee trainer as a separate line item. PLEASE NOTE: the 3-18% installation cost INCLUDES all travel for about 89% of all our installations.	*
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.	Shipping for hardware is always a line item on our quotes. Hardware includes, but is not limited to, phones, gateways, servers, controllers etc. Our manufacturers dropship items directly to clients. UPS is the shipper of choice. There are no shipping charges for software as this can be loaded on the client's virtual environment or in the case of cloud applications through the cloud portal.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Newcastle will be utilizing selected premium NEC dealers to cover Alaska, Hawaii and most of Canada. NEC has operations and product depots in Canada so Canadian dealers have ready access to all hardware and software listed in the attached product portfolio price book. The dealers in Alaska and Hawaii also have ready access to NEC hardware and software. The dealer Newcastle would use in Hawaii has, an extensive operation which reaches all islands. He does charge additional travel expenses for about 13% of his installations and shipping would be comparable to the rest of the US. In Alaska, it is likely there will be remote areas that would warrant additional travel expenses and shipping costs. Probably about 35% of installations. We have been informed that shipping costs in Alaska, to remote areas, especially in the winter months can vary and tend to be higher than the rest of the US. In Canada, there may also be remote areas that warrant travel costs. In speaking with the NEC premium dealers in Canada they informed us they charged installation plus additional travel about 15% of the time. Again, if a client is purchasing an NEC software-only product it can be remotely loaded on a client's virtual server, or - if the application is cloud-based - everything is completed through the dealer's cloud portal.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	To cut down on shipping costs all required hardware, such as phones and gateways etc., are drop shipped from NEC's closest warehouse in the US and Canada. Software applications are downloaded directly to a client's virtual server by our technical staff so there are no shipping charges related to the main component of the Univerge 3C for instance, as this is all software. Again, if a client is purchasing an NEC software-only product it can be remotely loaded on a client's virtual server, or - if the application is cloud-based - everything is completed through the dealer's cloud portal.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The discounts are excellent and can also be combined with ongoing manufacturer's incentives (for example: free phones for NEC Blue Cloud telephony, currently).



**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.	Ever since Newcastle was awarded the Sourcewell contract NEW0227198 in 2019, our administrative organization has had checks and balances in place to assure compliance with all elements of the Sourcewell contract, including the quarterly reporting and payment of the administrative fee to Sourcewell. We aim to continue these features when we renew the contract for 2023-2027. Also, NEC has automatic checks on sales to government entities to guarantee compliance with any active contracts (like the Sourcewell contract) and to apply any additional discounts and contract benefits. All government, education, and non-profit orders submitted to NEC by a dealer ar ID-d by the name of the entity, the base pricing used, and from which contract the base pricing was derived. The order is not fulfilled by NEC without this information. NEC will share this information with Newcastle regarding the Sourcewell contract and both Newcastle and NEC will coordinate with the dealer to make sure that payment is made to Sourcewell.
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.	Newcastle and NEC will provide bilateral monthly updates to monitor the orders under the Sourcewell contract from Newcastle and other dealers.
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.)	A fee of 2% is what we have been informed is an appropriate payment for the total of goods and services. However, if Sourcewell wishes the fee to be adjusted, please let us know.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>As stated in answers to several earlier questions (10, 41, and 45), Newcastle and NEC believe that to best service Sourcewell's current and future members, we need to acknowledge 'One Size Does Not Fit All: Choices are key in today's fast-moving converged IT and Telephony Disciplines.'</p> <p>Our NEC product portfolio of telephony applications covers just about any requirements a client large or small may have:</p> <ul style="list-style-type: none"> <li>The Univerge 3C Private Cloud which runs in a client's datacenter is for those clients who wish to control 100% of their telephony environment and are very worried about cloud security and ongoing costs. This is a terrific solution as the U3C has most of the enterprise features of UCaaS and CCaaS. Some of these features are: ACD, Call Center, Mass Notification, Mobile Client, Presence, IVR, Unified Messaging, Active-Active functionality with multiple points of failover for great disaster recovery options. The U3C is also JITC certified by the US Department of Defense, which is the highest level of security certification available.</li> <li>The NEC 9000 series on-premise VoIP PBX systems, which cover very small to very large organizations. All 9000 series VoIP PBXs have: mobile clients, ACD, robust to simple help desk and call center applications, some have mass notification, all have great failover/disaster recovery capabilities and much more. Please refer to the attached brochures and features lists.</li> <li>NEC Blue Cloud UCaaS and CCaaS applications which are entirely cloud-based. A list of features is long. Please see attached features checklist. ENGAGE is the enterprise cloud call-center application, which has internal and external texting, IVR, integration with social media applications with webpage bots and much more. Of course, the basic ESSENTIAL licenses have audio/video conferencing for several hundred mobile clients, internal texting for everyone, presence, mass-notification, and automatic real-time health checks for QoS. Again, please refer to the very lengthy features list attached, as this just highlights some of the basic features. Finally, NEC Blue Cloud promises five-nines (99.999%) reliability/uptime. NEC promises if there is a system outage for any amount of time, they will prorate the monthly cost and provide a refund. So, NEC put their money where their mouth is!</li> <li>NEC BRIDGE CONNECT hybrid application is a fully integrated connection of an onsite NEC PBX with NEC Blue Cloud features. It helps lower the costs for cloud licenses as 'bullet-proof' failover for recovery.</li> </ul> <p>If the cloud application has a cyber-attack and the portal is unavailable, the client fails over to their on-site NEC PBX, being used by back-office workers, who are on-site every day. If a client facility is flooded for instance, or another local emergency occurs, you can failover all employees to the cloud. Hybrid cloud is a great application for mission-critical local governments. It gives an organization the best of both cloud and on-premise telephony; it is a 'belt-and-suspenders' approach' for 100% uptime.</p> <p>NEC is now working on integrating BRIDGE CONNECT with other manufacturers' on-premise PBX systems. This should be available in the first quarter of 2023.</p> <ul style="list-style-type: none"> <li>Also available is Precision Texting Software Application, which is a robust cloud external texting application we have sold to half a dozen county, town, and small city governments. These cloud licenses can be purchased as a stand-alone product. Precision-texting also keeps an archive of all text conversations with their constituents.</li> <li>Finally, we have included in our pricing cloud faxing as a stand-alone product, as many governments and educational organizations still require fax with older telephony PBXs. (NEC Blue Cloud includes fax).</li> <li>Newcastle and NEC dealers can provide installation, programming, and ongoing managed services for all products and applications described.</li> <li>As stated, we keep replacement inventory of phones, gateways, ATAs etc. on-site for clients with more than 150 extensions at no cost. This helps remedy any hardware failure immediately with minimal downtime.</li> <li>With 473 dealers in North America, we can cover virtually every corner of the US and Canada.</li> <li>The NEC North America's corporate initiative for 2023 for all NEC dealers "Keep and Expand your Customer Base" there will be a huge focus on the Sourcewell contract to help leverage this program. And as noted elsewhere, the NECDA Board of Directors is spearheading this project with the NEC North America Executive Committee and the NEC North America Government Team.</li> </ul>
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are four subcategories: (1) The NEC Univerge3C Private Cloud (U3C): one virtual server. (2) NEC On-Premise VoIP PBXs the NEC 9000 series: (3) NEC Blue Connect, Engage & Bridge Public Cloud (UCaaS and CCaaS): (4) NEC Hybrid Cloud, called BRIDGE:	*
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#### 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	All quoted products/applications are VoIP.	*
72	Video or audio collaboration and conferencing;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive. Particularly in NEC Blue UCaaS and CCaaS offerings.	*
73	Mobility options;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive and available in all product/applications offered.	*
74	Mass notification;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive and available in all product/applications offered.	*
75	Enhanced messaging	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive in Univerge 3C and NEC Blue UCaaS and CCaaS. Includes internal and external texting, unified messaging, and corresponding reporting.	*

#### 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	Extensive and available in all product/applications offered.	*
77	Omnichannel capability;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In NEC Blue Cloud UCaaS and CCaaS	*
78	Interactive voice response;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive in NEC NEC Blue Cloud UCaaS CCaaS and in Univerge 3C.	*
79	Real time status;	<input checked="" type="radio"/> Yes <input type="radio"/> No	In all products.	*
80	Reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	In all products. Extensive in NEC Blue UCaaS and CCaaS.	*
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	All of these items are fully covered in the NEC portfolio presented to Sourcwell.	*

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

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell RFP 120122 Unified Communications and Call Center Solutions - Newcastle Communications Pricing.xlsx - Thursday December 01, 2022 14:02:40
  - [Financial Strength and Stability](#) - Fin Strength and Stab.zip - Thursday December 01, 2022 14:04:32
  - [Marketing Plan/Samples](#) - Sourcewell RFP 120122 Marketing Plan.pdf - Thursday December 01, 2022 14:05:05
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE Certificates.zip - Thursday December 01, 2022 14:06:17
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - \_Sample Contract - 24.7 RM OS with Equipment.pdf - Thursday December 01, 2022 14:06:40
  - [Upload Additional Document](#) - Additional Documents Newcastle.zip - Thursday December 01, 2022 14:08:00

## 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. - Gioia Ambrette, President, Gioia P Ambrette, 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
<b>Addendum_13_Unified_Communication_RFP_120122</b> Wed November 23 2022 08:24 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_12_Unified_Communication_RFP_120122</b> Mon November 21 2022 10:19 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_11_Unified_Communication_RFP_120122</b> Thu November 17 2022 01:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_10_Unified_Communication_RFP_120122</b> Wed November 16 2022 02:53 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Unified_Communication_RFP_120122</b> Thu November 10 2022 08:46 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Unified_Communication_RFP_120122</b> Fri November 4 2022 09:05 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_7_Unified_Communication_RFP_120122</b> Mon October 31 2022 01:17 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_Unified_Communication_RFP_120122</b> Tue October 25 2022 04:01 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Unified_Communication_RFP_120122</b> Mon October 24 2022 01:53 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_4_Unified_Communication_RFP_120122</b> Fri October 21 2022 02:57 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Unified_Communication_RFP_120122</b> Thu October 20 2022 10:26 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Unified_Communication_RFP_120122</b> Tue October 18 2022 09:01 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Unified_Communication_RFP_120122</b> Tue October 18 2022 07:41 AM	<input checked="" type="checkbox"/>	1