

An NEC Solution for the

# National Cooperative Purchasing Alliance

Request for Proposal (RFP) for Advanced Cloud  
and On-Premise Communications Solutions

Solicitation Number: 12-21

July 22, 2021

**Submitted By:**

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# Request for Proposal (RFP) for Advanced Cloud and On-Premise Communications Solutions

Solicitation Number: 12-21

Publication Date: Tuesday, June 8<sup>th</sup>, 2021

## Notice to Respondent:

**Submittal Deadline: Thursday, July 22<sup>nd</sup>, 2021 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, July 15<sup>th</sup>, 2021. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Advanced Cloud and On-Premise Communications Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Advanced Cloud and On-Premise Communications Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by  
Region 14 Education Service Center

For

Advanced Cloud and On-Premise Communications  
Solutions

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 12-21



## Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Advanced Cloud and On-Premise Communications Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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## ◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

**NEC Response:** NEC has read and understands.

## ◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

**NEC Response:** NEC has read and understands.

## ◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

# Tab 1 – Master Agreement

## General Terms and Conditions

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**NEC Response:** In review of the subject Master Agreement – General Terms and Condition, NEC Corporation of America (“NEC”), has identified the following exceptions and/or clarifications, presented as a redline to the Agreement.

Should NEC be successful in obtaining award for its proposal, NEC respectfully requests to negotiate, in good faith, an appropriate contract to cover cloud services, hosting services, professional services, hardware, software and other deliverables, as applicable. NEC has included its General Terms and Conditions as part of its proposal response for NCPA’s reference as Attachment 1. NEC has included its UNIVERGE BLUE Master Service Agreement as part of its proposal response for NCPA’s reference as Attachment B.

### ◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

**NEC Response:** NEC has read, understands, and complies.

### ◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

**NEC Response:** NEC has read, understands, and complies.

### ◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

**NEC Response:** NEC has read, understands, and complies.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

**NEC Response:** NEC has read, understands, and complies.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

**NEC Response:** NEC has read, understands, and complies.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**NEC Response:** NEC has read, understands, and complies.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**NEC Response:** NEC has read, understands, and complies. NEC authorizes approved affiliates to receive Purchase Orders directly.



◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**NEC Response:** NEC has read, understands, and complies.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**NEC Response:** NEC has read, understands, and complies.

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment

**NEC Response:** NEC has read, understands, and complies.

◆ Indemnity

- ☐ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all third party claims, damages, losses and expenses directly arising out of or directly resulting from the negligent acts or willful misconduct of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**NEC Response:** NEC has read and recommended changes to the Indemnity clause.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**NEC Response:** NEC has read, understands, and complies.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**NEC Response:** NEC has read, understands, and complies.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**NEC Response:** NEC has read, understands, and complies.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**NEC Response:** NEC has read, understands, and complies.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

**NEC Response:** NEC has read and understands.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

**NEC Response:** NEC has read, understands, and complies.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

**NEC Response:** NEC has read, understands, and complies.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

**NEC Response:** NEC has read, understands, and complies.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

**NEC Response:** NEC has read, understands, and complies. NEC has marked the areas of the response in which NEC requests information be redacted.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

**NEC Response:** NEC has read and understands the Process Section.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

**NEC Response:** NEC has read and understands the Evaluation Criteria.

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>NEC Corporation of America</u>
Address	<u>3929 W. John Carpenter Freeway</u>
City/State/Zip	<u>Irving, TX 75063</u>
Telephone No.	<u>214-262-6000</u>
Fax No.	<u>214-262-5154</u>
Email address	<u>Keith.terreri@necam.com</u>
Printed name	<u>Keith Terreri</u>
Position with company	<u>Chief Financial Officer and SVP Operations and IT</u>
Authorized signature	<u>Keith Terreri</u>



## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and NEC Corporation of America (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 01-126, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Advanced Cloud and On-Premise Communications Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

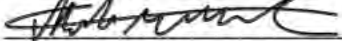
**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: August 16, 2021


**Vendor: NEC Corporation of America**

Name: Keith Terreri

Title: CFO & SVP Operations and IT

Address: 3929 W. John Carpenter Freeway

Irving, TX 75063

Signature: 

Date: 7/22/2021

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Mariana Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of **Irving**, State of **Texas**

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct  Certified education/government reseller

Authorized Distributor  Manufacturer marketing through reseller

Value-added reseller  Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: **Kay James**

Title: **Contract Support Spec- Sr**

Company: **NEC Corporation of America**

Address: **3929 W. John Carpenter Freeway**

City: **Irving** State: **Texas** Zip: **75063**

Phone: **214-262-5512** Email: **Kay.James@necam.com**

- Purchase Orders  
Contact Person: Yvonne Taylor  
Title: Sr Dir- Corp Ops & SCM  
Company: NEC Corporation of America  
Address: 3929 W. John Carpenter Freeway  
City: Irving State: Irving Zip: 75063  
Phone: 214-262-5505 Email: yvonne.taylor@necam.com
- Sales and Marketing  
Contact Person: Lainey Gordon  
Title: Vertical Practice - SLED  
Company: NEC Corporation of America  
Address: 3929 W. John Carpenter Freeway  
City: Irving State: Irving Zip: 75063  
Phone: 214-262-3711 Email: lainey.gordon@necam.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes       No



## Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.

**NEC Response:** NEC Corporation of America

- ◆ Brief history of your company, including the year it was established.

**NEC Response:** NEC Corporation of America (NEC) is a leading technology integrator providing solutions that improve the way people work and communicate. NEC delivers integrated Solutions for Society that are aligned with our customers' priorities to create new value for people, businesses, and society, with a special focus on safety, security and efficiency. We deliver one of the industry's strongest and most innovative portfolios of communications, analytics, security, biometrics, and technology solutions that unleash customers' productivity potential. Through these solutions, NEC combines its best-in-class solutions and technology, and leverages a robust partner ecosystem to solve today's most complex business problems. NEC Corporation of America is a wholly owned subsidiary of NEC Corporation, a global technology leader with a presence in 160 countries and \$26 billion in revenues. For more information, visit [www.necam.com](http://www.necam.com)

NEC supports its customers through best-in-class development teams and channels across all NEC entities and geographical borders, in order to be the single-source provider of voice, data, video solutions and IT storage and server solutions for the connected enterprise. Through all of these solutions, NEC combines its best-in-class solutions and technology, and leverages a robust partner ecosystem to solve today's most complex business problems. Moreover, our end-users profit from the distinct advantage of our industry partnerships with established leaders.

NEC is a relationship-driven company, approaching each challenge and opportunity with the highest levels of commitment and consideration for our customers' long-term benefit.

*NEC Communication History/Milestones*



First Domestic-made Automated Switching System in 1956



First Trans-Pacific TV Broadcasts of 18<sup>th</sup> Olympiad in Tokyo in 1964



The Earth Simulator Completed in 1997 World's Fastest Super Computer Predicting Weather Patterns



NEC has Deployed Enough Submarine Cable to Circle the Globe More Than 5 Times



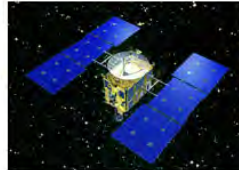
NEC Entered The 50 most innovative companies list



Founded 1899 First US / Japan Joint Venture



First NEC US Office in PANAM Building Manhattan NY 1963



First Satellite to Bring Samples back from an Asteroid Hayabusa was NEC's 45<sup>th</sup> Satellite Project Out of over 70



SDN Provides the Foundation & Flexibility Required to Maximize ICT Platform Productivity



NEC Biometrics Began in the 1970's Today No. 1 Fingerprint Matching & Facial Detection -NIST Certified-



Selected as Gold Sponsor Delivering Public Safety Software, Hardware & Networking



At NEC, we have been delivering innovation for over 120 years. We were founded as a joint venture between Western Electric and Nippon Electric Corporation. This was the first joint venture of its kind between a US and Japanese company. Later, we officially changed our name to NEC. NEC has both a rich history of innovation and a strong set of partnerships that allow us to focus on solving some of society's biggest challenges. Some of those innovations and milestones include:

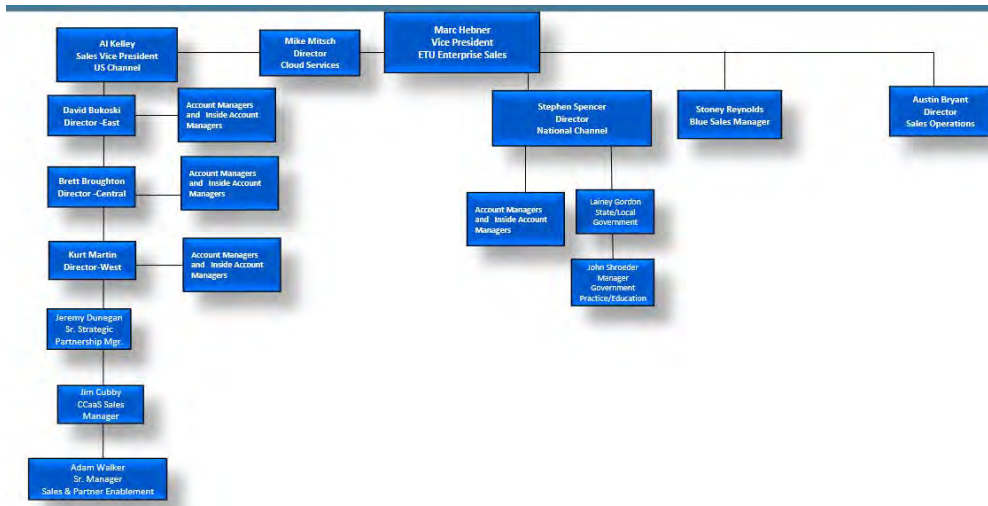
- Developing the first Public Branch Telephone System (PBX) in 1927
- First to test Microwave Multiplex Communications in 1944
- NEC has now been in North America over 50 Years
- Development of the Earth Simulator to project the effects of global climate changes in 1997
- Discovery of single walled carbon nanotubes now used in bicycle components, wind turbines and marine parts and have potential uses in solar cells, paper batteries, and various medical devices
- NEC became one of the first Microsoft Partners in 1979
- In 1994, NEC was the first to deliver Service Oriented Communications
- NEC received the Top Innovation Award at Interop in 2012
- In 2014, NEC added DoD Certification for our UNIVERGE 3C solution – demonstrating our commitment to security and launched our new, next-generation UNIVERGE SV9000 communications platforms
- In 2015, NEC became a Gold Partner for the Tokyo 2020 Olympic and Paralympic Games
- In 2016, NEC was named one of the [50 most innovative companies by Boston Consulting Group](#) and Frost & Sullivan honored NEC for its “astute strategies for migration of enterprise legacy communications systems to modern solutions” with a [2016 North America Frost & Sullivan Company of the Year Award](#). Other awards and acknowledgements include:
  - NEC’s HYDRAsTOR® HS Series wins 2016 Top Gold Award at the 11<sup>th</sup> annual Hot Companies and Best Products Award in Storage Solution category
  - Frost & Sullivan’s 2016 North America Company of the Year Award for Face recognition Technology for Government and Public Sectors
- In 2017, for the third time, [NEC was named to the “Global 100 Most Sustainable Corporations” List](#). As a social value creator, NEC will continue leveraging ICT to resolve challenges facing society as it aims to achieve the Sustainable Development Goals (SDGs) adopted by 193 UN members in 2015.
- In 2019, independent testing done by the National Institute of Standards and Technology (NIST) of the U.S. Department of Commerce confirms that NEC’s Facial Recognition technology is ranked #1 (for the 5th time) in providing the fastest, most accurate matching capability and is the most resistant to variations, such as ageing, race/ethnicity, camera angles and lighting conditions. Our long history of milestones has helped propel NEC to a position of leadership in the industry, one based on a track record of solving business challenges that also help make our lives better.

- ◆ Company's Dun & Bradstreet (D&B) number.

**NEC Response:** 147255405

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

**NEC Response:** A condensed organizational chart is provided below.



- ◆ Corporate office location.

**NEC Response:** NEC Corporation of America  
3929 W. John Carpenter Freeway  
Irving, Texas 75063

- List the number of sales and services offices for states being bid in solicitation.

**NEC Response:** NEC covers all 50 states through a combination of Direct Sales and the dealer community. As the manufacturer, NEC has four major US offices in Rancho Cordova, CA, Lincolnshire, IL, Washington, D.C. and Irving, TX (Headquarters). The main distribution center is in Irving, TX. NEC has several smaller satellite offices and remote offices across the country.

CT	Trumbull	101 Merritt Blvd, Suite 207 Trumbull, CT 06611
MD	Fulton	11830 W. Market Place, Suite N Fulton, MD 20759
NJ	Lawrenceville	11 Princess Road, Suite D-E Lawrenceville, NJ 08648
NY	Albany	10 Walker Way Section 2 Albany, NY 12205
NY	Bethpage	1-15 Grumman Road West Bethpage, NY 11714
VA	Arlington	1820 North Fort Myer Drive Suite 400 Arlington, VA 22209
VA	Manassas	10642 Wakeman Ct. Manassas, VA 20110
NEC Financial Services, LLC	NJ	250 Pehle Ave., Suite 203 Saddle Brook, NJ -7663-5888
NEC Laboratories America, Inc	NJ	4 Independence Way Princeton, NJ 08540
TX	Irving	3929 W. John Carpenter Freeway Irving, TX 75063
TX	DFW Airport	1213 N 28th Ave. DFW Airport, TX 75261
NEC Display Solutions of America	IL	3250 Lacey Road, Suite 500 Downers Grove, IL 60515
NEC Enterprise Communications Technologies, Inc.	IL	300 Tri State International, Suite 150 Lincolnshire, IL 60069
AZ	Tempe	1938 E. Highland Ave STE F104-624 Tempe, AZ 85016 (mailbox only)
CA	Long Beach	3900 Kilroy Airport Way, Suite 200 Long Beach, CA 90806
CA	Rancho Cordova	10850 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670
CA	Santa Clara	3151 Jay Street, Suite 110 Santa Clara, CA 95054
CA	Sunnyvale	440 N Wolfe Road, Suite 2091 Sunnyvale, CA 94085
NEC ECT	WA	14335 NE 24th St, Suite 104 Bellevue, WA 98007
NEC Laboratories America, Inc	CA	10080 North Wolfe Rd., Suite SW3-35 Cupertino, CA 95014
NEC Logistics America	CA	18615 Ferris Place Rancho Dominguez, CA 90220

- List the names of key contacts at each with title, address, phone and e-mail address.

**NEC Response:** Key contacts are provided below.

- **David Bukoski:** Sales Director – Channel Sales, 101 Merritt Blvd, Suite 207, Trumbull, CT 06611  
Phone Number: 203-926-5419 Email Address: [David.Bukoski@necam.com](mailto:David.Bukoski@necam.com)
- **Brett Broughton:** Sales Director – Channel Sales, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-2410 Email Address: [Brett.Broughton@necam.com](mailto:Brett.Broughton@necam.com)
- **Kurt Martin:** Sales Director – Enterprise Channel, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-8111 Email Address: [Kurt.Martin@necam.com](mailto:Kurt.Martin@necam.com)
- **Stephen Spencer:** Sales Director – Channel Sales, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-5587 Email Address: [Stephen.Spencer@necam.com](mailto:Stephen.Spencer@necam.com)
- **John Shroeder:** Vertical Practice Sr. Manager – SLED, 1820 N. Ft Meyer Driver Suite 400, Arlington, VA 22209  
Phone Number: 214-262-8011 Email Address: [John.Shroeder@necam.com](mailto:John.Shroeder@necam.com)
- **Lainey Gordon:** Vertical Practice – SLED, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-3711 Email Address: [Lainey.Gordon@necam.com](mailto:Lainey.Gordon@necam.com)
- **Ashanti Jones:** Contracts Manager, 3929 W John Carpenter Freeway, Irving, TX 75063  
Phone Number: 214-262-3752 Email Address: [Ashanti.Jones@necam.com](mailto:Ashanti.Jones@necam.com)

- ◆ Define your standard terms of payment.

**NEC Response:** Standard terms are Net30.

- ◆ Who is your competition in the marketplace?

**NEC Response:** NEC's competition consists of manufacturers and services providers of the following: Unified Communications, Cloud Services, Biometrics, servers, and storage. Some specific examples include Cisco, Avaya, Ring Center, 8X8, and Mitel.

#### NEC Financial Documents

- ◆ What differentiates your company from competitors?

**NEC Response:** As communications have evolved into IT-oriented technology, the desire to have a more natural integration of communications and business processes, and their related IT business components has been ongoing in many industries. NEC, in 2016, differentiated itself among competitors by merging our formerly separate IT and Communications Technology (ICT) business units into one – resulting in a complete end-to-end Smart Enterprise solution set and framework which now has evolved to include the Smart Workspace. Whether implementing on-premises, cloud or hybrid solutions, NEC's Smart Enterprise solutions can meet the needs of organizations of all sizes.

This consolidation has already created new synergies and offerings such as our High Availability UC solution - NEC's software-based UC comes preloaded onto our award-winning Fault Tolerant server for five nines (99.999%) reliability. Another offering is our Software Defined Networking Enabled UC solution which integrates the management of UC, networking, and IT security to improve performance, security, manageability and quality of user experience while reducing the cost and complexity of delivering mission critical real-time applications.

NEC has also found a way to differentiate by streamlining processes & workflows across an organization via its Univerge Integration Platform. Work has changed and customers, employees and partners demand ever shorter response times, faster innovation and higher service levels. Smart enterprises are adopting digital workplace strategies to create rich and connected Customer and Employee Experiences that respond adequately to these rising expectations. NEC's UNIVERGE Integration Platform (UIP) is software that interconnects disparate systems to become your own centrally managed application network. It seamlessly bridges IT and Communications infrastructures, integrates applications, data, devices and services and enables to dynamically design, manage and streamline workflows across an organization.

NEC consistently ranks among the world’s top enterprise IT & Communications Technology providers. With one of the industry’s strongest and most innovative portfolio of solutions, we unleash the potential of the Smart Enterprise with new approaches in how communications and IT services are delivered and managed. In North America, NEC serves enterprise (large) and small-to-mid-sized businesses across multiple verticals, including healthcare, education, hospitality, and government.

◆ Describe how your company will market this contract if awarded.

**NEC Response:** NEC is well positioned to market the NCPA contract through our vast network of authorized solutions integrators to NEC’s installed base and potential end user customers. NEC will begin by hosting a series of webinars to rollout the contract and educate our various segments on the strength of this contract and plans to utilize our Government and Contracts Teams resources as subject matter experts. As a second step, we plan to post on our contract’s website the details and source information relevant to the NCPA contract which will be publicly available. Thirdly, we will equip our sales and business development managers with marketing material such as literature, email campaigns, webinars, and PowerPoint Presentations to share information on the NCPA Contract through customer engagements. That may include tradeshow, lunch and learns, conferences, and customer visits.

◆ Describe how you intend to introduce NCPA to your company.

**NEC Response:** NCPA will be introduced through hand selected channel partners who will be added to the contract. Outside of those individuals, NEC will share the information with webinars, blog posts, internal email notifications, and the like to increase awareness and opportunities to utilize NCPA. Webinars will be the most utilized tool in order to share information, updates, and traction on a quarterly basis.

Over the past five years, NECAM rolled out NCPA internally through our previously held Contract 01-60. NECAM will continue to provide the sales and other relevant teams with updates and training regularly.

◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

**NEC Response:** Given NEC’s channel model as well as the configurations required for the solutions provided, website ordering will not be applicable for entities purchasing from this contract.

◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc).

**NEC Response:** NEC’s National Technical Assistance Center (NTAC) provides help to keep customers’ running smoothly by providing exceptional support services to protect their technology investment 24 hours a day, seven days a week, 365 days a year. The NTAC is comprised of experienced representatives who support direct customers and authorized dealers that utilize various support services.

Data Networking (ProgrammableFlow)	1-877-632-0064	<a href="mailto:support@necam.com">support@necam.com</a>
Enterprise Software	1-877-632-0064	<a href="mailto:support@necam.com">support@necam.com</a>
Information Analytics	1-800-240-0632	<a href="mailto:insidesales@necam.com">insidesales@necam.com</a>
Server Solutions	1-877-632-0064	<a href="mailto:support@necam.com">support@necam.com</a>
Storage Solutions (SANS)	1-877-632-0064	<a href="mailto:support@necam.com">support@necam.com</a>
Storage Solutions (HYDRAsTOR)	1-877-632-0064	<a href="mailto:support@necam.com">support@necam.com</a>
UNIVERGE Communication- US	1-877-463-2267	<a href="mailto:gsc@necam.com">gsc@necam.com</a>

#### ◆ Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

**NEC Response:** Please reference the following details about NEC's Green Initiatives.

#### **Environmental Policy and Management**

As part of its Corporate Social Responsibility activities, NEC seeks to reduce environmental impacts in its own business activities. At the same time, it is carrying out "environmental management" that contributes to reducing the environmental impacts of society through its products and services. Also, to promote environmental management throughout the entire Group, it has established the "Environmental Policy" to express its environmental philosophy and action guidelines. Conduct that complies with the charter is expected of all NEC employees including executive officers.

#### **Response to Climate Change and the TCFD**

NEC is working to expand environmental management beyond reducing CO2 emissions from customer and society through the use of ICT, which has been our focus so far, aiming to provide value to climate change countermeasures in terms of both mitigation and adaptation. We have also set a target of reducing CO2 emissions linked to our business operations to "effectively zero" by 2050. In fiscal 2018, NEC started evaluating the impact of climate change in terms of both risks and opportunities, making reference to the TCFD.

#### **Initiatives in Products and Services**

NEC focuses on activities to reduce the environmental impact of products over their entire lifecycle. In these activities, we have added the perspectives of "Ecology" (including resource recycling, global warming prevention, and environmental consciousness) and "Compliance" to the conventional perspectives of "Quality," "Cost," and "Delivery." Products, software and services that meet NEC's environmental standards are certified and registered as Eco Symbol products and services.

#### **Resource Recycling**

To realize a sustainable society, NEC is conducting initiatives towards comprehensive resource recycling, from production to use and recycling. NEC is also working to resolve the marine plastics issue by introducing the use of bioplastics for its products, researching microplastics, and taking action to reduce plastic within the Company.

#### **Initiatives in Production and Office Sites**

NEC takes steps to reduce environmental impacts along the entire value chain. We use ICT to measure the environmental burden at each location regularly and publish this. In addition, we set targets for reducing the various environmental burdens for each location, and systematically conduct measures to minimize them.

## Initiatives for Biodiversity

NEC strives to minimize the impact of business activities and employees' lives on living organisms, and to actively encourage employees' activities that contribute to biodiversity and provision of ICT solutions. A pond area in NEC Abiko Plant has been confirmed as a habitat for an endangered species IB class (EN) of dragonfly designated by the Ministry of the Environment, known as the Oomonosashi Tombo. Since 2009, NEC has cooperated with Teganuma Aquatic Organism Research Association to promote conservation activities in the area.

## More Information

### NEC Group Environmental Management Action Plan 2020/2030

We have set targets for 2020 and 2030 as milestones toward 2050.

		FY2021	FY2031
1. Contribution to "mitigation"	Reduction in overall CO <sub>2</sub> emissions of society through provision of IT solutions	23 megatons	50 megatons
	Improvement in product energy efficiency (compared to products in FY2014)	30% improvement	80% improvement
2. Contribution of "adaptation"	Preparing for the impacts of climate	change through the provision of Solutions for Society Strengthen competitive power of solutions for social issues and expand contribution through business activities	
3. Reduction of emissions from business activities	Improvement in CO <sub>2</sub> emission intensity through efficiency of energy use (compared to FY2013)	18% improvement	30% improvement
	Conversion to renewable energy (compared to FY2012)	10 times	-

For more information on NEC's Environmental Management Initiatives below.

[Eco-Friendly Products and Services](#)      [Recycling](#)

#### ◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

**NEC Response:** NECAM's Federal Tax ID Number (FEIN) is 20-0665337. Upon request, NEC will provide specific current licenses, registrations, certifications, and other relevant documentation to particular task orders.

NEC is well positioned to work with NCPA through our vast national network of certified Integrators, Associates, Partners and Distributors to include, large integrators, Service-Disabled Veteran Owned Small Businesses, HUBZone, Woman Owned and other small disadvantaged businesses utilizing a variety of programs and vehicles.

# Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Advanced Cloud and On-Premise Communications Solutions categories. List all categories along with manufacturer that you are responding with:

- Core System Capabilities

**NEC Response:** NEC has read, understands, and complies.

NEC Corporation of America delivers one of the industry’s broadest portfolios of technology solutions and professional **services**, including unified communications, wireless, **voice** and data, managed **services**, server and storage infrastructure, optical network systems, microwave radio communications and biometric security.

- Software Centric / Cloud Centric Solutions

**NEC Response:** NEC has read, understands, and complies.

NEC delivers a powerful suite of advanced Unified Communications solutions, tools, collaboration, conferencing, and messaging allowing user’s communications to become more immediate and flexible. Whether accessing a critical application, connecting with a colleague or determining how best to contact someone our technology provides the accessibility and transparency needed to get the task done. These customizable communications and collaboration tools are engineered to meet the ever-changing demands of today’s workforce allowing them to communicate whenever and wherever they need to work.

These solutions are delivered in a dynamic model:

1. As a complete on-premise, virtualized, software or hardware based solution
2. As a hybrid solution where a portion of the network is on-premise and a portion is in the cloud
3. As a complete cloud based system

These delivery models are all engineered to offer the customer maximum flexibility to meet the organizations needs at a particular moment and change as needed.

- Management Interface

**NEC Response:** NEC has read, understands, and complies.

NEC’s Advanced Unified Communications Manager provides secure, centralized administration for reliable management of an organization’s converged enterprise environment and empowers businesses by making their communications system a more productive asset.



For a management system to be an asset to an organization, it must integrate seamlessly with existing management infrastructure. NEC's UC Manager accomplishes this integration by providing a single point of administration. It acts as the front-end for a business's entire NEC communications solution. UC Manager uses common industry standards to ensure its effortless integration into a business's system.

- Directory Auto Provisioning Service (DAPS). NEC's UC Manager uses DAPS for deploying directory-based applications and solutions and provides support for both .CSV files and Lightweight Directory Access Protocol (LDAP). UC Manager extracts specific information based on user-defined criteria.
  - Comma-Separated Values (.CSV) File – is a common file format that is widely supported by most applications. It enables the easy transfer (import/export) of information between programs that operate on incompatible formats.
  - Lightweight Directory Access Protocol (LDAP) – is a standard application protocol for accessing and maintaining distributed directory information over an Internet Protocol (IP) network. It defines the language in which client programs can talk to servers, and servers are enabled to talk to each other.
- Single point of entry architecture. NEC's UC Manager acts as a single point of entry for a business's IP-communications servers, voice mail, corporate directory, call accounting, E911 system and more.
- Telecom Management Network (TMN) compliant. UC Manager is built on principles defined by the TMN model and supports integration with Network Management Systems (NMS).
- Simple Network Management Protocol (SNMP) integration. UC Manager acts as an element management system (EMS) to communicate with network elements. It uses SNMP trap technology to forward and report network faults and inventory.
- Security infrastructure integration. NEC's UC Manager easily integrates with enterprise authentication infrastructure by integrating with existing LDAP-based and Microsoft® -based authentication methods.

Every element of NEC's UC Manager's web-based interface is designed to empower IT technicians and managers. Its easy-to-use graphical user interface (GUI) eliminates the need for weeks of expensive training and costly certification for administrators. Drop-down lists simplify terminal provisioning and management, and basic moves, adds and changes are handled with an intuitive wizard-like interface

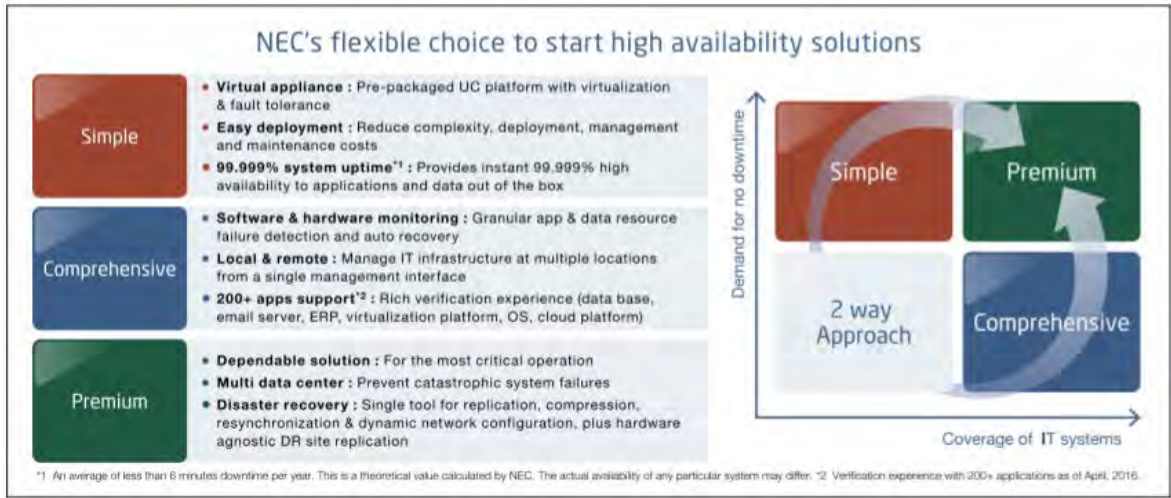
- **Business Continuity**

**NEC Response:** NEC has read, understands, and complies.

NEC is committed to delivering effective redundancy solutions to meet the needs of organizations seeking a business continuity plan to protect their infrastructure, facilities, personnel, reputation and customers from outages due to natural disasters and by premeditated or accidental causes.

NEC offers redundancy solutions that can help keep the lines of communication open, the hardware able to recover quickly when disaster does strike and the software that can help maintain the continuity of critical applications. Our technology, expertise and support helps drive business continuity on a social,

governmental, enterprise and personal level by improving the safety of people, venues and infrastructure.



○ Reporting

**NEC Response:** NEC has read, understands, and complies.

Taking into consideration infrastructure, initiatives, and users, NEC delivers analytical ability that provides the means to evaluate and the confidence to act. Our solutions and services reliably collect and direct meaningful intelligence where, when and how it is most needed with intuitive reporting and query runs that can be set to specific preferences and frequency requirements. Key performance and knowledge indicators on a host of solutions are converted into ready-to-read updates and reports that are easy to interpret and share.

○ Licensing

**NEC Response:** NEC has read, understands, and complies.

NEC strives to be an effective partner to our clients and provide a wide range of licensing options to ensure our customers receive a solution tailored to their unique mission requirements. We understand the importance of each organization’s mission, and we understand the challenges associated with budget cycles and the acquisition process.

NEC provides an application to use for administering software and feature licenses purchased from NEC. The License Manager Client is administered by accessing the application using the Internet Explorer web browser. LMC provides functionality for automatically downloading, registering, and activating licenses on voice solutions. It does this by connecting to the License Manager Server (LMS) and downloading relevant license files. A user must provide their credentials (as a Technician/Associate or Administrator) in the LMC to download license files, to register, and to activate the voice server.

- E911

**NEC Response:** NEC has read, understands, and complies.

NEC's E911 Security Notification solution offers robust features designed specifically for organizations who want to make use of the Enhanced 911 call notification during emergencies. Designed for use with NEC's communications servers, UC Emergency On-Site Notification locates anyone within an organization who dials 911 even if using an IP phone. The solution automatically passes the location of the dialer to the nearest assigned public safety answering point while notifying assigned emergency responders that an emergency call has been made and its exact location. NEC's E911 On Site Notification offers:

- Real-time monitoring of 911 calls.
- Alerts to key personnel of emergency situations by text message or e-mail.
- The ability to push notifications to a select group in the event of a verified emergency or just a general announcement.
- NEC's UC Manager emergency location management feature to create and maintain an automatic location information database.
- E911 compliance.

- Security

**NEC Response:** NEC has read, understands, and complies.

NEC incorporates security protocols from the ground up during development of all our solutions, to include our physical and supply chain security protocols. NEC delivers continuous high availability and disaster recovery with unmatched security, scalability, interoperability, and reliability. For example, NEC's U3C platform, the most stringent security and interoperability requirements of the U.S. Department of Defense (DoD) are met and exceeded. The Voice server software architecture is certified by JITC (Joint Interoperability Task Command), a validation that is not only mandatory for the DoD, but is becoming critical for markets such as healthcare, government, public service, legal, finance, and others as well. The JITC certification means that NEC's platform meets critical interoperability requirements and achieves five nines (99.999%) reliability. The DoD has also accredited U3C as a Local Session Controller (LSC). The accreditation for defense-wide deployments as a LSC was granted by the DoD's Defense Information Systems Agency (DISA) Unified Capabilities Certification Office for meeting military grade security, functionality, and reliability requirements.

NEC considers security so important we started a subsidiary company dedicated to the security of the Federal Government, NEC National Security Systems, Inc. dedicated to offering integrated hardware and software solutions to support critical national security, intelligence, homeland defense, immigration, and law enforcement missions across the U.S. Federal Government.

- Software Development

**NEC Response:** NEC has read, understands, and complies.

NEC hosts a cloud-based common software development environment called the "Software Factory." With standards tailored to the needs of each project, the Software Factory serves as a platform that centrally manages the development environments for servers, development tools, assets of the past, development management techniques and templates.

The goal of the Software Factory is to improve the QCD (Quality / Cost / Delivery) of NEC solutions by standardizing software development and bring new applications to customers faster. With this streamlined development environment, NEC hopes to optimize costs by centralizing development, accelerating the development process, and automatically promoting the validation tool.

- Mobility

**NEC Response:** NEC has read, understands, and complies.

NEC field-tested and award-winning mobile communications solutions create an open and transparent work environment with intuitive tools ranging from intelligent call handling to rich unified communication and collaboration features.

With NEC's mobile solutions an organization's workforce can be equipped with single number reach, unified voice messaging, and enhanced in-building coverage on their mobile devices through their organization's Wi-Fi network. Employees through their mobile device can effortlessly roam on and off their corporate campus from their business Wi-Fi to cellular network and back again without drops in service.

With the ability to replicate the intuitive interface of an NEC 32-button self-labeling phone display on a user's Android™ or Apple® device or Windows® and macOS® computers, mobile and remote workers benefit from the visual display and features necessary for call connectivity regardless of their location. Employees can easily customize how they are reached while still being about to access the systems and information needed to perform their core responsibilities.

- Rich Presence

**NEC Response:** NEC has read, understands, and complies.

**Rich Presence** allows for identifying another users' availability based on phone status as well as calendar information and contact them on their preferred device. Rich presence is engineered into NEC solutions allowing users the ability to see if a co-worker is on or off their phone, working on their computer or even if they are in the office at all. Users can route calls based on their schedule and caller allowing for important calls to be taken in the home office, in the car or anywhere on the road.

## ➤ Business Voice Services

**NEC Response:** NEC has read, understands, and complies.

NEC Corporation of America delivers one of the industry's broadest portfolios of technology solutions and professional **services**, including unified communications, wireless, **voice** and data, managed **services**, server and storage infrastructure, optical network systems, microwave radio communications and biometric security.

With NEC's Business Voice Services and solutions, voice services, tools, collaboration, conferencing, and messaging all become more immediate and flexible. Whether accessing a critical application, connecting with a colleague, or determining how best to contact someone our technology provides the accessibility and transparency needed to get the task done. The result is a highly connected organization able to work together and use internal resources to respond more effectively to organizational and customer demands.

With the choice of full redundancy appliance server, virtualized software and enterprise (SE) server models and centralized, distributed, private or hybrid cloud infrastructure, NEC Business Voice s can be structured and right sized to support and maintain optimal functionality tailored to existing and evolving requirements. Expandable to 16,000 IP extensions within a single system and up to 192,000 IP extensions in a networked system NEC offers growth into the future.

### ○ Hosted IP PBX Service

**NEC Response:** NEC has read, understands, and complies.

NEC offers is a fully integrated cloud-based unified communications platform for any size business. NEC's UNIVERGE BLUE® incorporates all your business communication and collaboration methods and devices into one integrated, easy-to-manage cloud-based system that is accessible from anywhere at any time.

UNIVERGE BLUE includes:

#### PBX PHONE SYSTEM

PBX phone system is a cloud-based phone system with an integrated combination of 90+ enterprise-grade features along with industry-leading network call quality and uptime. System management and call reporting features are handled from a single web-based portal.

#### TEAM CHAT AND BUSINESS SMS

With the UNIVERGE BLUE® CONNECT Desktop and Mobile Apps, team members can send and receive instant chat or text messages and attachments (individual and group chats) and send and receive text messages directly to colleagues and customers. All chat and Business SMS messages are instantly synchronized across all your UNIVERGE BLUE devices. Users can pin favorites to the top of their contact list and access full contact chat history at any time.

### DESKTOP APP

The free UNIVERGE BLUE® CONNECT Desktop App brings essential collaboration tools together, making teamwork easier than ever. Users can see who is available, send chats and text messages, place and receive calls, share screens, start video calls, and share files—all from one integrated application. Available as a downloadable app for PC or Mac®.

### MOBILE APP

The UNIVERGE BLUE® CONNECT mobile application transforms the user's mobile phone into an essential collaboration tool for on-the-go productivity. Android and iOS users can place and receive calls, see who is available, send chats and text messages, sync contacts from their mobile device and manage voicemails all from one application—anytime, anywhere.

### REMOTE OFFICE

NEC UNIVERGE BLUE® preconfigured phones can be plugged into any location that has a broadband network connection. Remote desk phones work the same way as they do in the office, with access to all the same features and functionality as everyone else in the company.

### FAX

UNIVERGE BLUE® includes a “virtual” fax service that allows users to receive and manage online faxes via the web. Transmits faxes directly from a Windows®-based PC. Senders simply dial the web faxing number from their fax machine, as they normally would.

### PHONES

UNIVERGE BLUE® phones are plug-and-play, delivered pre-configured to work seamlessly with UNIVERGE BLUE services. No technical expertise or technician required. UNIVERGE BLUE Phones includes multiple manufacturer models, with several models to choose from to meet any business need.

### VOICEMAIL

UNIVERGE BLUE® CONNECT virtual voicemail can be managed and accessed according to user needs. Manage and check voicemail online from the desktop phone, or through the mobile app. Transcribed voicemail messages can be sent via email or viewed on the mobile app. Voicemail can be received or forwarded as a downloadable email attachment.

### SCREEN SHARING

Screen share online with the computer desktop which can be shared with team members or externally, in real-time, improving collaboration and speed of decision making. While utilizing screen sharing, meeting attendees can annotate on the screen to call out important points on their screen enhancing collaboration even more.

### SET YOUR AVAILABILITY (PRESENCE INDICATOR)

UNIVERGE BLUE® desk phones and applications include real-time presence - the ability to see whether a contact is currently available, or busy on the phone. Desktop phones include a busy lamp field (BLF) in the LCD display that includes presence information. The UNIVERGE BLUE CONNECT desktop and mobile apps display status availability information alongside each contact in the Active Directory.

### VIDEO CONFERENCING

Use HD video conferencing to organize face to face meetings which helps to eliminate unnecessary travel and empowers teams with remote members to be more productive. You can launch ad-hoc meetings with one click and invite additional attendees.

### FILE BACKUP AND COLLABORATION

Securely backup and store your important files online with confidence and share them across teams internally or outside your company instantly. With this feature, team members can share documents and co-edit in real-time so the most recent version of a document will always be easily accessible. Those that share the file maintain full control over the file, users, devices and sharing activities.

### RECEPTIONIST VIEW

Receptionists and administrative assistants now have access to a specialized view the availability of everyone in their organization, perform blind transfers, warm transfers, and transfers to voicemail.

#### ○ SIP Trunks

**NEC Response:** NEC has read, understands, and complies.

NEC's Session initiation protocol (SIP) trunking with its ability to deliver telephone services and unified communications has been shown to dramatically reduce monthly recurring operating costs compared to traditional digital telephony services, and in many cases have become the standard. NEC's Business Voice communications solutions are SIP-certified with most service and technology providers.

#### ○ IP Telephones

**NEC Response:** NEC has read, understands, and complies.

NEC's IP Desktop Series Telephones are known for their engineering excellence and provide solutions and feature sets to meet today's expanding requirements. With a wide range of customizable features, these telephones are adaptable, easy to use, and provide you with investment protection. A few features include:

- Customizable to meet employees' specific communications needs
- Support a wide range of applications which can help improve overall employee efficiency and productivity
- Deliver maximum deployment flexibility and investment protection
- Either IP or digital telephones
- Supports XML open interface (on IP telephones)
- Easy to use intuitive interface and an interactive user manual
- Bluetooth capable, users can handle calls through a smart device or desktop telephone
- Voice Recording to USB memory in .WAVE file format



With NEC telephones, you increase feature functionality through applications support and personalization of your phone. NEC's wide assortment allows you to choose the telephone that best fits each employee's role. Whether a basic single line telephone or one with a 60-line console attached, NEC offers a telephone to meet each of your employee's individual needs.

- Auto Attendant

**NEC Response:** NEC has read, understands, and complies.

NEC's Auto Attendant acts as an electronic receptionist, answering and routing incoming calls. It enables callers to quickly reach a particular department or person and frees up your attendant to better serve callers who need assistance. You can also customize it to manage calls during certain hours or from specified ports and create an unlimited number of menu trees to meet your needs.

- Voicemail

**NEC Response:** NEC has read, understands, and complies.

NEC's Voicemail and Unified Messaging delivers a powerful suite of unified communications applications including advanced call processing, voicemail, unified messaging, personal assistant, mobile client, fax, speech, and notification. These tools have been proven to enhance productivity of both individual users as well as organizations. A few of the features include:

Interoperability

- Seamlessly Integrates with all NEC Communications Servers as well as other Traditional TDM, IP- PBX and Centrex
- Intelligent Gateway for Microsoft
- Supports Multiple Telephony Integration Protocols Including IP Protims, SIP, Digital Station Emulation, SMDI, QSIG and CAS
- Simultaneously Integrates with Multiple Telephone Systems
- Supports Multiple and Disparate E-mail Clients - both premise-based or in the cloud
- Support for all Types of Data Network Topology

Voicemail and Call Processing

- Full Set of Voicemail, Call Processing and Automated Attendant Features Developed Over Three Decades
- Alternate Telephone User Interfaces (TUI)
- Interactive Voice Response (IVR)
- Speech and DTMF Automated Attendant • Message Notification
- Multi-language Support – US English, UK English, Arabic, Brazilian Portuguese, European Portuguese, Danish, Dutch, European Spanish, North American Spanish, Finnish, Canadian French, European French, German, Italian, Norwegian, Russian, Swedish, Japanese, Cantonese and Mandarin



## Speech

- Hands-free Speech Interface for Personal Assistant
- Speech Driven Automated Attendant
- Text-to-Speech

## Mobile Client

- Secure Mobile Client for iPhone® and Android™ Mobile Devices
- Separates Personal and Business Communications
- Single Number Reach • Mobile Number Protection
- Visual Call Screening of Inbound Calls
- Manage Outbound Calls
- View and Manage Voicemails
- Settings Management

As well as:

## High Availability and Deployment Flexibility

## Single Simple Admin with Advanced capability

## Fax

## Personal Assistant

## Multi-Tenant

- Unified Messaging

**NEC Response:** NEC has read, understands, and complies.

NEC offers one of the most advanced and flexible Unified Messaging solutions available in the market today. It's ability to integrate with most voice systems, it's extensive feature sets and unparalleled reliability have set it apart from other UM solutions.

## Unified Messaging

- Integrates E-mail, Voicemail and Fax into a Single View
- Unified Messaging (UM) Access via Web Interface, Speech or DTMF via the Telephone, E-mail Client, and any Mobile Device • Delivers Unified Messaging (UM) to Multiple Email Systems both Premise-based and Public Cloud including Microsoft® Outlook and Office 365, Lotus® Notes®, Google™ Gmail™, and IMAP 4 Compliant E-mail
- Voicemail-to-Text (subscription to 3rd party service required)
- Addresses Unified Messaging Issues with Compliance, Confidentiality and Capacity
- Flexible UM Storage Architecture to Meet Security and Compliance Needs: Server based, Client-based, Secure and Simplified UM.
- Unified Messaging Storage Architecture Configurable per User
- Multi-language Client Support: Danish, Dutch, English, Finnish, French, German, Italian, Norwegian, Spanish and Swedish

- PRI Trunks

**NEC Response:** NEC has read, understands, and complies.

All of NEC's premise-based Voice Systems as well as some of our cloud solutions provide for Primary Rate Interface (PRI) trunk interface natively.

- POTS

**NEC Response:** NEC has read, understands, and complies.

All of NEC's premise-based Voice Systems as well as some of our cloud solutions provide for Plain old telephone service (POTS) interface natively.

- Call Recording

**NEC Response:** NEC has read, understands, and complies.

NEC offers a comprehensive portfolio of call recording solutions from inexpensive to complex depending on an organization's requirements. Integration software captures conversations along with desktop activity that occurs during a telephone call and stores the information into libraries that can be further segmented into playlists for quick retrieval and review. A complete software-based and intuitive recording and quality management solution which records calls in all IP and TDM environments.

NEC's call recording solutions provide:

- Call Recording (VOIP and TDM)
- Live Monitor
- Screen Recording
- Quality Management
- Coaching and Evaluations
- Workforce Management
- Analytics

- Unified Communications

**NEC Response:** NEC has read, understands, and complies.

NEC's Unified Communications integrated suite of applications enables greater efficiency and higher productivity through the convergence of communication channels and business processes. It uses a combination of sophisticated solutions and rich services, and is supported on a powerful, industry standards platform, the UC Application Platform. This powerful platform fuses communications tools like presence, status, unified messaging, instant messaging, mobility, collaboration, and voice/video

conferencing into one comprehensive customizable unified communication (UC) solution for any organization.

NEC's UC Suite delivers an integrated unified communications (UC) solution to help enhance an organization's ability to collaborate. Users gain access to a wide range of advanced UC applications such as presence, desktop client, softphone, quick messaging, instant messaging, white boarding, and application sharing.

**UC Suite offers:**

- Easy call management through simple-to-use graphical user interfaces.
- Configurability for use as an IP software or on a desktop computer.
- Visual voicemail for quick access to and easy management of inbox and messages.
- Integration with popular contact and CRM applications, including Microsoft® Office Outlook®, Goldmine® and ACT!®.
- The ability to set up "Buddy Lists" for quick access to the people contacted most often.
- Integration with the NEC Contact Center application for call center functionality.

- **Desktop Client**

**NEC Response:** NEC has read, understands, and complies.

NEC's UC Desktop Client enables its users to effectively manage various unified communications technologies from a single, intuitive interface. This technology offers tailored communications based on an employee's specific role within the organization.

As an integral part of the UC application suite, UC Desktop Client can be used as a standalone application via an Internet browser or integrated with Microsoft® Office Outlook®. As federated, it also enables users to communicate with those using other UC platforms and applications.

**The UC Desktop Client offers**

- Rich presence information.
- Instant messaging and group chat.
- Voice, video and web conferencing.
- White boarding, desktop sharing and screen capture.
- Intuitive call control, visual voicemail and individualized contact rules.

- **Instant Messaging**

**NEC Response:** NEC has read, understands, and complies.

Instant Messaging functionality is an integral part of NEC's UC solution and is already enabled on the user's desktop. Users and organizations can choose their preferred, familiar platform. People can use NEC IM to see if someone is online and then quickly engage in an exchange of information until the issue is resolved. If you have a customer on the phone with a difficult question, you can multi-task via IM with a colleague expert to help out. IM adds another level of immediacy to communications.

With NEC's Univerge Blue, there are two different types of IM: **Direct messages** for a conversation with a single user and **Channels** for multiple users or a group.

- **Softphone**

**NEC Response:** NEC has read, understands, and complies.

With NEC's softphone software, employees have the advantages of a converged voice and data network whether in the office or on the road. Our software delivers the flexibility whether used as a primary desktop telephone, as a supplemental desktop phone or as a remote and telecommuting device.

NEC offers several different types of Softphones to meet the changing needs of users today and into the future. NEC's UNIVERGE SP350 Softphone unifies communications by embedding voice business processes to bring employees the instant access and information they require. This versatile tool delivers an extensive array of high-quality video, audio, voice and text features. Able to be installed on a personal computer or laptop, SP350 provides high-quality voice communications using a USB-connected headset/handset. Users can use it as a primary desktop telephone, as a supplemental desktop phone or as a remote telecommuting device.

When linked together across an NEC IP network, SP350 users can collaborate and interact with each other in various innovative ways:

- Audio and videoconferencing offers easy set-up and participation in conference calls.
- Microsoft Teams integration.
- Thin Client enablement (with UNIVERGE SV9500 deployment).
- Instant Message/Chat helps users correspond in real time.
- File Transfer provides an easy method to send one or more files.
- Call Log enables employees to store information about outgoing/incoming calls and missed calls, as well as files on any recorded calls.
- Call Record helps users keep a recording of calls as well as measure performance, improve training, ensure compliance, and evaluate overall performance

- **Video Telephony**

**NEC Response:** NEC has read, understands, and complies.

With an ability to unite dispersed team members and clients, NEC's video communications solutions work to promote better coordination and cooperation in support of faster decision making and more relevant results. Better collaboration also becomes possible without the lost productivity and added costs usually associated with business travel.

NEC's UNIVERGE BLUE MEET delivers an inclusive and engaging video and audio user experience.

- A multi-party HD video-conferencing display enables viewing of meeting participants.
- Users receive their own personal video conferencing account.
- Meetings using a personal account can scale from 2 to 200 participants.
- Meetings using the Webinar version can scale from 2 to 1000 participants.

In addition, NEC's GT890 IP desktop video telephone brings optimum manageability to desktop communications. Audio or video calls can be easily made with a touch of a button. Switching between audio and video while on an actual phone call is intuitively simple. Users can also effortlessly change between handset and speaker with a tap of a button.

Besides 7-way audio conferencing and 3-way high definition (HD) video conferencing, the GT890's open interface makes it modifiable to an organization's specific needs through the development of custom applications. Compatible with NEC's complete suite of communications platforms allows for maximum flexibility in deployment and the opportunity to easily adopt any of the company's award-winning communications solutions.

## ➤ Contact Center

**NEC Response:** NEC has read, understands, and complies.

Contact centers play a crucial role in NEC's portfolio of solutions. Regardless of how they are structured – formal or informal, inbound, outbound, multimedia or blended – the principal objective remains the same: To enhance customer satisfaction and foster customer loyalty through attentive service. Whether on the front lines responding to customer inquiries or measuring the success factor of call center activity NEC offers the products and services that can elevate the call center customer experience.

NEC's UNIVERGE BLUE ENGAGE improves the handling and oversight of communications through a range of agent and supervisor contact center services.

- Highly flexible solution including easy deployment for remote / home workers.
- Scalable from the smallest call-centric teams to large omnichannel environments.
- Streamlines incoming inquiries from multiple channels using smart routing and delivers context to agents for optimal customer experience.
- Reduces response time and improves service quality along with caller and agent experiences.
- Compatibility with most CRM and ERP systems and collaborative apps ensures easy adoption and minimizes disruptions.

Real-time monitoring and permission-based activity reports bring transparency to agent and contact center performance.

- Contact monitoring includes phone, email, and chat interactions.
- Centralized performance data results in more accurate call center reports and analysis.
- Call monitoring can be analyzed by skill set, group provisioning, and agent profile.
- Flexible agent-controlled multimedia recordings can be stored for easy, permission-based online retrieval.
- Customizable agent statuses deliver heightened visibility and assist in the efficient fielding of interactions.

Using advanced skill-based routing with automatic call distribution (ACD), callers are directed to the next available agent and the most suitably trained agent available.

- Faster, more appropriate, and efficient resolution of calls, with omnichannel options like chat and e-mail to take the conversation beyond voice.
- A customizable agent client, offering desktop and browser versions, easily integrates with standard CRM platforms and critical business apps for broad and intuitive access to essential information and resources.
- The agent-client is configurable to specific requirements or frequent caller requests.
- Calls can be answered via a built-in smartphone application, a traditional desktop telephone, or over a VoIP connection.
- Evaluate, annotate, and provide structured feedback to agents on their interactions, helping to enhance agent skills and customer experience.
- Automatically gather feedback from customers immediately following their contact center interaction, based on customizable templates.
- Agent scheduling capabilities help ensure contact center staffing is always ready to meet customer demand.

### ➤ Audio Conferencing

**NEC Response:** NEC has read, understands, and complies.

NEC provides a suite of applications which includes, sophisticated audio conferencing, web collaboration, predefined dial-out conferencing and mass notification for all of NEC's communications platforms. This comprehensive suite equips your employees with the tools they need to help them improve efficiency, lower spending by reducing the need for travel and stay informed. As a result, your employees become more responsive and productive through real-time sharing of information and most importantly, service your customers better.

Besides saving you money, NEC provides you with the peace of mind that your communications with your employees and customers occurs on your own secure network. NEC Meeting Center:

- Provides Meet-Me (both PIN-based or PIN-less) audio conferencing, Dial-Out Firebar conferencing, web and video collaboration, and mass notification all in one comprehensive solution
- Alleviates the need and expense of deploying multiple unique applications from multiple vendors
- Offers secure connections with individuals in geographically diverse locations for employees to conduct presentations, meetings, and training
- Enables collaboration with colleagues and customers for real-time sharing of information > Provides mass notification capabilities in the event of emergency situations or other types of events via voice, email, and Short Message Service (SMS), text message to NEC IP phones or a combination of all four to individuals or groups

## ➤ Web Collaboration

**NEC Response:** NEC has read, understands, and complies.

NEC's Univerge Blue offers Web Collaboration, white boarding, sharing (in real time), sync and store, backup and antivirus as part of its suite of Unified Collaboration tools.

NEC's UC Collaboration application is a comprehensive solution that enables employees to share information easily with colleagues and customers. Voice, video and web collaboration integrates with the UC for Enterprise software platform to equip a workforce with the tools to stay informed, facilitate quick decision making and reduce the need to travel.

## ➤ Mass Notification and Emergency Conferencing

**NEC Response:** NEC has read, understands, and complies.

NEC provides a suite of applications which includes, sophisticated audio conferencing, web collaboration, predefined dial-out conferencing, and mass notification for all of NEC's communications platforms. This comprehensive suite equips organizations with the tools they need to help them improve efficiency, lower spending by reducing the need for travel and stay informed. As a result, your employees become more responsive and productive through real-time sharing of information and most importantly, service your customers better.

- Improves teamwork among colleagues in geographically dispersed locations
- Enables real-time sharing and exchange of information between co-workers and customers
- Reduces travel costs through enhanced collaboration tools
- Increases employee efficiency and productivity
- Eliminates monthly recurring charges for hosted solutions
- Operates across premises, cloud or hybrid environments

NEC's application:

- Provides Meet-Me (both PIN-based or PIN-less) audio conferencing, Dial-Out Firebar conferencing, web and video collaboration, and mass notification all in one comprehensive solution
- Alleviates the need and expense of deploying multiple unique applications from multiple vendors
- Offers secure connections with individuals in geographically diverse locations for employees to conduct presentations, meetings, and training
- Enables collaboration with colleagues and customers for real-time sharing of information
- Provides mass notification capabilities in the event of emergency situations or other types of events via voice, email, and Short Message Service (SMS), text message to NEC IP phones or a combination of all four to individuals or groups

## ➤ Cloud Services

**NEC Response:** NEC has read, understands, and complies.

NEC provides a full suite of all-encompassing cloud services known as NEC Univerge Blue, which allows organizations to work with a single partner in procuring the various services.



## ➤ Services

### ○ Assessment Consulting

**NEC Response:** NEC has read, understands, and complies.

NEC offers Network Assessments at Customer-specified sites in the and will include the following activities:

- Site surveys and interviews with customer's IT personnel about network infrastructure and policies.
- Review and documentation of existing network infrastructure and device configurations.
- Evaluation of the server infrastructure including the domain architecture, e-mail systems and applications
- Baseline of existing network performance with respect to bandwidth utilization, protocol distribution, top talkers, traffic flow and device errors.
- Baseline of existing application performance with respect to delay and throughput, if included in pricing documents
- Recommendation for improved network design

### **Project Deliverables**

An example of what a customer will receive with respect to deliverables from NEC:

- Network Assessment report
- Network documentation
- Network baseline reports
- Analysis and interpretation of findings
- Recommendations for network design / remediation plan
- Services Completion Checklist (see Appendix B)



- Cloud Services

**NEC Response:** NEC has read, understands, and complies.

NEC provides a full suite of all-encompassing cloud services known as NEC Univerge Blue, which allows organizations to work with a single partner in procuring the various services.

- Maintenance and Support Services

**NEC Response:** NEC has read, understands, and complies.

NEC recognizes the vital importance of uninterrupted service. This focus extends from our engineering design groups, who are working continuously to develop new and better software and hardware for our systems, to our manufacturing plants, which are admired throughout the world for their "Zero Defects" objectives.

To ensure continued reliability once in operation, NEC is committed to providing the best service in the industry. Customer service representatives stay in touch, to ensure continued customer satisfaction, to answer any questions, to provide any needed training, and to keep the customer informed of new software and hardware updates that can improve the efficiency and productivity of their system.

The NEC field service organization delivers the benefit of a national team of PBX service professionals. The team consists of Division and Regional operations centers staffed with specialized personnel and parts inventories combined with the personal service provided by technicians who are dispatched from local Field Service Offices. The result is a winning mixture of centralized expertise and a team of mobile technicians and parts for fast problem resolution.

- Outsourced Services

**NEC Response:** NEC has read, understands, and complies.

NEC Corporation of America's Professional Services organization provides both our client organizations as well as our partner organizations level 2-4 implementation and maintenance services. A detailed Statement of Work will be provided complete with:

- List of tasks to be performed by NEC
- Any tasks to be performed by Customer/partner
- Tasks not included in SOW
- Milestone Charts
- Location of work to be performed
- Roles and Responsibilities to be staffed by NEC/subcontractor
- Roles and Responsibilities to be staffed by Customer/partner
- Key Planning Assumptions
- Equipment Delivery
- Payment fees/terms

## ○ Remote Managed Services

**NEC Response:** NEC has read, understands, and complies.

NEC's Remote Management Services are designed to address the pressing IT needs and provide flexible solutions for organizations to fill gaps along this journey to service level management and increased network uptime.

Providing operational efficiency and control, NEC's Univerge Blue Backup Remote Managed Services offers a broad set of fully integrated services to manage and protect critical proprietary information and data.

- Service includes Backup as a Service (BaaS) and UNIVERGE BLUE RECOVER, a Disaster Recovery-as-a-Service (DRaaS) cloud solution.
- Comprehensive management and recovery services and full-staffed network operations center are available 24 hours a day, 7 days a week, 365 days a year.
- Daily or monthly status and performance reports provide complete transparency and enclosure.
- Data retention and archiving are set by customized recovery points and preset recovery times.
- Fixed and Variable Billing options designed to meet the optimal storage requirements of pay for what you use or pay for what want to store.

## ○ Unified Communications

**NEC Response:** NEC has read, understands, and complies.

New technologies and applications are emerging at an unprecedented rate, but few organizations have the time or resources to become an expert on them all. Having reliable, experienced professionals who can capably design, install or troubleshoot the desired products is critical to the success of a deployment. NEC's integration and deployment services provide certified engineers and technicians to deploy your technology vision. Supporting their efforts is our centralized Project Management Office, which uses standardized best practices to achieve efficiencies in delivery, cost and time. Nationwide access to qualified experienced engineers and technicians also ensures that you benefit from NEC's expertise, no matter where you are.

## ○ Implementation Services

**NEC Response:** NEC has read, understands, and complies.

On implementations NEC provides dedicated team of professionals assigned to implement each job. The type and number of installation professionals is determined by the scope of the job. Typical installation team members include the Project Manager/Coordinator responsible for the overall implementation plan, the System Design Consultant (SDC) responsible for database collection and input, the Installation Engineer responsible for software engineering and interface with any ancillary systems and the Installation Technician responsible for installing the hardware.

After contract award, the assigned Project Manager/Coordinator will conduct a Kick-Off Meeting in which the Project Manager/Coordinator will present a complete detailed implementation plan tailored to the specific needs of the customer. The Project Manager/Coordinator is the NEC representative that will be onsite most often and will oversee the implementation of the project.

Each installation has a System Design Consultant (SDC) assigned as a member of the Installation team. The SDC holds a "System Design Meeting" with the customer and the customer's department heads where an overview of the system database design is discussed.

The SDC is responsible for collecting the system database, tailoring it to the customer's needs, and converting that information into detailed steps and instructions for coding into the format required by the NEC solution.

Templates can be given to the customer department heads to assist in the database collection effort. The SDC uses templates such as the Data Collection Process Handout, Station Assignment Worksheet, Station Review Criterion, the Telco Order Checklist, the Trunk/Circuit Record, the Maintenance Administration Training Plan, Pre-cut Training Plan, and the Database Approval Form to accomplish their tasks.

Customer representatives also provide business feature and performance requirements along with phone features and locations. That data is compiled and coded then reviewed for correctness by both NEC and the customer.

Additional templates used by the Project Manager/Coordinator and other members of the installation team include: The Telco Communications Checklist, the Cutover Preparation Checklist, Job Specification Package Checklist, Job Package Review Checklist, Circuit Card Configuration Assignment Grid, Pre-Cut Testing Checklist, and T1 Tracking & Confirmation Form. From these templates, the formatted database is entered into the system. The SDC then, executes and reviews printouts to validate system programming. The SDC and other members of the Installation Team test features and functionality of the system, revising the database to correct any errors discovered during testing.

After thorough review and before loading into the system, the customer must sign a Database Approval Form. This form ensures that the final database configuration is thoroughly evaluated and reviewed by the customer and meets customer satisfaction. Once customer approval is obtained, the database is loaded into the system software and subjected to pre-cutover testing. This method eliminates the possibility of inappropriate solution programming and any resulting cost and helps to ensure that the features are represented as the Customer has requested.

## Tab 7 – Pricing

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- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

**NEC Response:** NEC has read and understands. Pricing is attached as an Excel document.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

**NEC Response:** NEC has read, understands, and complies.

Combining innovative capability with a rich Communications and IT portfolio, NEC has provided organizations and enterprises with solutions that cover and enable the full spectrum of business processes for new and improved ways of conducting business. NEC offers in the United States:

Advanced Recognition Systems	High Availability UC
Analytics	HyperConverged Communications
Artificial Intelligence	HyperConverged Infrastructure
Cloud	In-Apps
Cloud Data Management	Microwave Radio
Communications Administration	Mobility
Communications Platforms	Phones
Conferencing & Recording	Physical Security Redundancy
Contact Center	Projectors
Data Networking	Retail
Deep Learning	Smart Workspace
Displays	Software Defined Networking
E-Band Radio	Storage
Emergency Notification	Unified Communications
Energy Storage	Unified Messaging & Voicemail
Enterprise Software	UNIVERGE BLUE
File Sharing	Vector Engine Processor
Financial Services	Video Communications
High Availability Infrastructure	Mass Notification

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>NEC Corporation of America</u>
Print Name	<u>Keith Terreri</u>
Address	<u>3929 W. John Carpenter Freeway</u>
City, State, Zip	<u>Irving, TX 75063</u>
Authorized signature	<u>Keith Terreri</u>
Date	<u>7/22/2021</u>

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

#### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

*Keith Turner*

Date

7/22/2021



## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>NEC Corporation of America</u>
Address	<u>3929 W. John Carpenter Freeway</u>
City/State/Zip	<u>Irving, TX 75063</u>
Telephone No.	<u>214-262-6000</u>
Fax No.	<u>214-262-5154</u>
Email address	<u>Keith.terreri@necam.com</u>
Printed name	<u>Keith Terreri</u>
Position with company	<u>Chief Financial Officer and SVP Operations and IT</u>
Authorized signature	<u>Keith Terreri</u>

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*



## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>