

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: NTT America, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and NTT America, Inc., 7950 Legacy Drive, 11<sup>th</sup> Floor, Plano, TX 75024-4110 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 22, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #041525) to Participating Entities. In-Scope solutions include:
  - a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
    - i) Air quality parameters;
    - ii) Lighting levels and energy usage;
    - iii) Noise levels, including gunshot and anomaly detection;
    - iv) Pedestrian and vehicle movement and presence; and,
    - v) Weather conditions.
  - b) Physical assets, poles, and mounting structures to support connected smart infrastructure systems.
  - c) Network components, gateways, controllers, communication modules, or specialized platforms necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.
  - d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier provides the following warranties related to Products and Services:
    - iv) **Services Warranty**
    - v) With the exception of any Third-Party Services (which will be subject to the applicable warranties (if any) set out in the relevant order), Supplier warrants that the Services provided under an Order will be performed:
      - vi) (a) by suitably experienced individuals in a proper, workmanlike, and professional manner; and
      - vii) (b) in accordance with the applicable specifications set out in the Order (including any Service Description included or incorporated therein).
    - viii) The warranty set out in (b) above will be void in the event any failure of the Services is due to any misuse, modification, or other unauthorized changes to the Services (or any other relevant Supplier material used in connection therewith) by Sourcwell or any Participating Entities.
  - ix)
  - x) **Product Warranty**
  - xi) Supplier will, to the extent legally and contractually permissible, pass on or assign to Sourcwell or any Participating Entity any third-party warranties (subject to all applicable

exclusions and other conditions) offered by the applicable OEM or licensor of any Products provided under an Order.

xii)

xiii) Disclaimer

xiv) EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET OUT IN THE AGREEMENT, SUPPLIER DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND UNDERTAKINGS (WHETHER EXPRESS, IMPLIED, ARISING UNDER STATUTE OR OTHERWISE) RELATING TO THE PRODUCTS AND SERVICES, INCLUDING ANY WARRANTIES:

xv) (a) OF PERFORMANCE, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SATISFACTORY QUALITY; AND

xvi) (b) THAT THE PRODUCTS AND SERVICES WILL MEET PARTICIPATING ENTITY'S REQUIREMENTS OR WILL BE TIMELY, UNINTERRUPTED, ERROR FREE OR ENTIRELY SECURE FROM INTRUSION.

xvii) ALL SUCH REPRESENTATIONS, WARRANTIES, CONDITIONS, AND UNDERTAKINGS ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, EXCLUDED FROM THE TERMS AND CONDITIONS OF THE AGREEMENT.

xviii) EXCEPT FOR THE TERMS AND CONDITIONS SPECIFICALLY SET OUT IN THE AGREEMENT, NO STATEMENTS OR INFORMATION OBTAINED BY SOURCEWELL FROM (OR ON BEHALF OF) SUPPLIER IN CONNECTION WITH THE PRODUCTS AND SERVICES WILL CREATE ANY WARRANTY, CONDITION OR OBLIGATION ON SUPPLIER, AND SOURCEWELL ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY SUCH STATEMENTS OR INFORMATION.

xix)

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
  - Timely response to all Sourcwell and Participating Entity inquiries; and
  - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of or alleging that Sourcewell or Participating Entity's authorized use of any Supplier Material infringes the Intellectual Property Rights of such third-party ; this indemnification includes fraud, willful misconduct, and injury or death to person(s) or physical property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- A. **Indemnification Procedures**  
A party seeking indemnity under clause 11 must provide the indemnifying party with prompt notice of the claim; reasonably mitigate its losses in connection with the claim; give the indemnifying party sole control of the defense and settlement of the claim; and cooperate with the indemnifying party, at the indemnifying party's expense, in defending or settling the claim.
- B. **Amounts Recoverable**  
The indemnification obligations set out in this clause will be limited to the amount of all proved damages and expenses awarded by a court or finally agreed by the indemnifying party in a settlement of the claim (as applicable under the circumstances), in addition to the reasonable costs incurred for the indemnified party's cooperation, as described above.
- C. **Limitation of Liability**  
To the fullest extent permitted by Applicable Laws (and subject to any specific exceptions set out in the Agreement), neither party will, in connection with any claim arising under or in relation to the Agreement, be liable (in contract, tort (delict), or otherwise) for any indirect, incidental, consequential, special, punitive, or exemplary damages; or for any loss of use, business interruption loss, loss or corruption of data, loss of anticipated or actual profits, revenue, income, or savings, or loss of goodwill, reputation, bargain, or business opportunities, each of which the parties agree are not direct damages in terms of the Agreement.
- To the fullest extent permitted by Applicable Laws (and subject to any specific exceptions set out in the Agreement), each party's total aggregate liability to the other for all causes of action or claims (whether in contract, tort (delict), or otherwise) arising out of or related to the Agreement will be limited on a per Contract Year basis to the Charges paid or payable by Participating Entity under the relevant Order in the relevant Contract Year in which the events, acts, or omissions giving rise to the causes of action or claims first occurred.

The damages and liabilities limited by above clauses apply to liability for negligence; even if a party has been advised of the possibility of the damages in question or even if such damages were foreseeable;

and even if a party's remedies fail of their essential purpose. If Applicable Laws limit the application of above clauses, the parties' liability will be limited to the maximum extent permitted by Applicable Laws.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance listed below:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Where permitted by law, Supplier waives and must require (by endorsement or otherwise) all its Commercial General Liability and Commercial Umbrella Liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance

applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

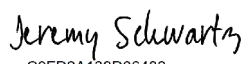
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.


- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Participating Entities will pay, in the currency set out in the Order, all Charges for the Products and Services within 30 days of the invoice date (unless a different period is specified in the Order). All amounts due must be paid in full without any set-off, counterclaim, deduction, or withholding.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Intellectual Property Rights.** Other than as specified in the applicable Order, all rights, title, and interest (including Intellectual Property Rights) in any:
  - a. Supplier Material remains vested in Supplier or, in the case of Products or Third-Party Services, the relevant third-party OEM, licensor, or service provider (as applicable); and
  - b. Sourcewell or Participating Entity Material remains vested in Sourcewell or Participating Entity.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter into a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

NTT America, Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/25/2025 | 2:14 PM CDT  
\_\_\_\_\_

041525-NTTA

DocuSigned by:  
  
716B2519DD744E1...  
By: \_\_\_\_\_  
Richard Garratt  
Title: SVP Technology Solutions  
Date: 7/25/2025 | 11:51 AM PDT  
\_\_\_\_\_

# RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

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## Vendor Details

Company Name: NTT America, Inc.  
Does your company conduct business under any other name? If yes, please state: Corporation  
Address: 8100 E Maplewood Ave  
Ste 240  
Greenwood Village, CO 80111  
Contact: Julie Campbell  
Email: am.us.ps.contracts@global.ntt  
Phone: 775-737-1939  
Fax: 916-269-5127  
HST#: 13-3922003

## Submission Details

Created On: Friday April 04, 2025 15:39:22  
Submitted On: Tuesday April 15, 2025 13:35:36  
Submitted By: Hannah Weise  
Email: hannah.weise@global.ntt  
Transaction #: e93e81f9-c480-4e66-af38-63e9c5c27096  
Submitter's IP Address: 147.243.131.118

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Julie Campbell
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NTT America, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L11ANJNNMJ44
5	Provide your NAICS code applicable to Solutions proposed.	541511, 541512, 514513
6	Proposer Physical Address:	United States: U.S. Headquarters Office 7950 Legacy Drive, 11th Floor Plano, Texas 75024-4110 Phone: +1 949.528.5692  Canada: NTT DATA Inc - Canada Head Office 251 Attwell Drive Toronto, Ontario. M9W 7G2 Phone: +1 416-503-1800
7	Proposer website address (or addresses):	<a href="https://www.nttdata.com/global/en/">https://www.nttdata.com/global/en/</a>
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Richard Garratt, SVP Technology Solutions, 8100 E. Maplewood Ave. Suite 240 Greenwood Village, CO 80111 richard.garratt@global.ntt, 704 397 0609
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Julie Campbell, Public Sector Practice Manager 8100 E. Maplewood Ave. Suite 240 Greenwood Village, CO 80111 julie.campbell@global.ntt 775-737-1939
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ed Zapata Client Manager 8100 E. Maplewood Ave. Suite 240 Greenwood Village, CO 80111 Edward.zapata@global.ntt 818-389 3032

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>History                      Ever since the launch of the Nippon Telegraph and Telephone Public Corporation in 1952, NTT has created a variety of technologies and proposed new ways of using these in response to the demands of the times. NTT's proud history as a company is chronicled in this historical timeline, showing the evolution of both the company, its products and services, and its many innovations over the last 70+ years of NTT's history. <a href="https://group.ntt/en/group/history/">https://group.ntt/en/group/history/</a>.</p> <p>Core Values and Business Philosophy                      NTT Group has three basic values: Connect, Trust, and Integrity. At NTT, we're purpose-led and performance-driven and pride ourselves on our reputation for conducting business in an ethical, open, and honest way, in line with our core values and commitment to high standards. Our values and Code of Conduct and Business Ethics ('our Code') guide our actions in conducting business and distinguishes us in the eyes of our people, clients, and communities.</p> <p>NTT Mission Statement                      NTT Group aims to solve social issues together with its partners through business activities.</p> <p>NTT Vision Statement                      While supporting customer transformation (digital transformation), we will promote transformation of the NTT Group itself. NTT believes in using technology to enable a better, more connected future for all. NTT also has a set of core values that include customer focus, communication, teamwork, integrity and professionalism, innovation and life-long learning, people focus, diversity, and responsibility."</p>
12	What are your company's expectations in the event of an award?	<p>If Sourcewell chooses NTT as the provider for Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services, NTT will promptly engage our extensive customer base and launch a marketing campaign to inform members about the Sourcewell contract. This contract will be highlighted as a vital resource for accelerating the digital transformation of their operational environments.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>With ~\$112 billion in annual revenues, over \$3.6 billion in annual R&amp;D investment and more than 330,000 employees worldwide, NTT Group stands at No. 38 in the Fortune global 500 and has been in business for over 150 years. NTT Group is both the 4th largest telecom company in the world and also stands among the world's top 10 IT services companies. Based in Tokyo, Japan, the NTT Group also serves 75% of Fortune 100 companies.</p> <p>As the part of NTT Group that would deliver the With ~\$112 billion in annual revenues, over \$3.6 billion in annual R&amp;D investment and more than 330,000 employees worldwide, NTT Group stands at No. 38 in the Fortune global 500 and has been in business for over 150 years. NTT Group is both the 4th largest telecom company in the world and also stands among the world's top 10 IT services companies. Based in Tokyo, Japan, the NTT Group also serves 75% of Fortune 100 companies.</p> <p>As the part of NTT Group that would deliver the Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services to Sourcewell users, NTT is a \$30 billion company operating in more than 50 countries and operates the 5th largest IP backbone network in the world.</p> <p>A financially stable and viable organization with a AA+ credit rating, NTT has adequate cash reserves to support our business during adverse situations. We align our expenses with our revenues and maintain a sound balance sheet with ample working capital on hand to invest in the continued success of our clients.</p> <p>Our financials are publicly listed and can be found in the below link:  <a href="https://www.nttdata.com/global/en/investors/library/earnings">https://www.nttdata.com/global/en/investors/library/earnings</a>                      to Sourcewell users, NTT DATA, Inc is a \$30 billion company operating in more than 50 countries and operates the 5th largest IP backbone network in the world.</p> <p>A financially stable and viable organization with a AA+ credit rating, NTT has adequate cash reserves to support our business during adverse situations. We align our expenses with our revenues and maintain a sound balance sheet with ample working capital on hand to invest in the continued success of our clients.</p> <p>Our financials are publicly listed and can be found in the below link:  <a href="https://www.nttdata.com/global/en/investors/library/earnings">https://www.nttdata.com/global/en/investors/library/earnings</a></p>
14	What is your US market share for the Solutions that you are proposing?	<p>The Smart Solutions market is still early-stage and market share data is, as a result, highly dynamic and not substantially documented</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Canada is one of our growth areas for this solution.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, NTT DATA has never filed for bankruptcy or bankruptcy protection.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>NTT is a global IT service provider and digital transformation partner, delivering end-to-end solutions across industries. As a service provider, NTT Data offers proprietary applications and services, which combine AI, edge computing, analytics, and secure connectivity to support smart infrastructure and operational efficiency. Our services include platform deployment, integration, monitoring, and ongoing managed services, all delivered through a global network of skilled professionals. NTT may also collaborate with certified third-party partners for localized or specialised support under NTT supervision. All such individuals operate under strict service-level agreements to ensure consistent delivery and customer experience.</p> <p>In parallel, NTT also acts as a distributor/reseller for a curated set of third-party hardware manufacturers. We source and supply edge devices, gateways, and industrial sensors from trusted OEMs, ensuring full compatibility with our IoT solutions. Our dealer network is company-owned, and all procurement and distribution activities are managed directly through NTT's internal supply chain teams to ensure quality control and accountability.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Both field technicians and support personnel are required to complete certification training from the hardware and software vendors whose products are utilized in NTT's smart infrastructure solution.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No. NTT DATA has never been suspended or debarred.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>NTT DATA wins Prestigious SustainableIT Impact Awards 2024 for Leadership in Sustainable Governance</p> <p>NTT to deploy Smart Venue pilot at Detroit's Little Caesars Arena  <a href="https://group.ntt/en/newsrelease/2022/03/02/220302a.html">https://group.ntt/en/newsrelease/2022/03/02/220302a.html</a></p> <p>NTT DATA to Build Connected City with Smart Solutions Powered by Private 5G                  Read more at: <a href="https://cxotoday.com/press-release/ntt-data-to-build-connected-city-with-smart-solutions-powered-by-private-5g/">https://cxotoday.com/press-release/ntt-data-to-build-connected-city-with-smart-solutions-powered-by-private-5g/</a></p> <p>Omdia recognizes NTT DATA's Advanced Capabilities in the Market Radar for US Private 5G Service Providers, 2023-24:</p> <p>NTT DATA was recognized as the only service provider in US for having 'Advanced Capabilities' across three areas: portfolio and solutions, partner strategy and ecosystem &amp; adjacent enterprise services.</p> <p>Everest Group recognized NTT DATA as a Leader in the 5G Engineering Services PEAK Matrix® Assessment 2023</p> <p>NTT DATA was recognized for its ability to bring advanced technologies, skillsets, and ecosystem resources to customer use cases in order to help enterprise companies utilize the full potential of 5G technology.</p> <p>Frost &amp; Sullivan 2023 Best Practices New Product Innovation Award                  NTT DATA received Frost &amp; Sullivan's 2023 Best Practices New Product Innovation Award in the global edge as a service industry. Frost &amp; Sullivan recognized NTT DATA for its advancement, best practices, and vision to create new products, solutions and services that meet customers evolving needs.</p> <p>Kaleido Intelligence recognizes NTT DATA as Champion Vendor for Private Network Management 2023</p> <p>NTT DATA's private network solution was noted for its capabilities for solution- driven deployments with multiple connectivity technologies as well as its orchestrator model that allows for simple integration of private cellular networks within other networks.</p> <p>Kaleido Intelligence recognizes NTT DATA as #1 Champion for Private Network Connectivity Enablement 2023</p> <p>NTT DATA was recognized for its solid framework which offers a number of connectivity options including publicprivate roaming capabilities, alongside a very simple mechanism for integrating with a variety of non-cellular technologies.</p> <p>NTT DATA is named a Leader in the 2023 Gartner® Magic Quadrant™ for Managed Network Services</p> <p>This acknowledgment is based on NTT DATA's "Completeness of Vision" and "Ability to Execute" among 17 managed network service providers. Additionally, NTT DATA has achieved the same recognition in the 2023 Gartner Magic Quadrant for Network Services, Global, marking the 10th consecutive year it has been named a Leader in this category.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	<p>NTT DATA's client base is spread among various industries and small, mid-size and large customers in the United States and globally. The relative and approximate percentage of revenues coming from each industry are as follows:</p> <ul style="list-style-type: none"> <li>- Financial and Insurance: 33 percent</li> <li>- Manufacturing and Transportation: 25 percent</li> <li>- Healthcare and Life Sciences: 17 percent</li> <li>- Public Sector: 20 percent</li> <li>- Consumer and Retail: 5 percent</li> </ul>
22	What percentage of your sales are to the education sector in the past three years?	<p>Education Sector -16%</p>

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>FOCUS Contract                  2024- \$701,877.15                  2023- \$4,881,404.34                  2022-\$8,925,989</p> <p>NASPO-CA                  2024-\$474,955.84                  2023- \$515,303.12                  2022-\$330,056.90</p> <p>NCPA                  2024- \$0                  2023-                  \$828,704.47</p> <p style="text-align: center;">2022- \$219,804.56</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>NTT Data: 1. GSA-MAS (NDFH): GS-35F-0526V 2. GSA-MAS (NDFG): 47QRAA19D0069 3. GSA-MAS (NDFS): GS-35F518GA. Due to confidentiality rules, NTT is unable to disclose the annual sales volume for each contract for the past three years.</p>

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
<p>City of Las Vegas</p> <p>1. Smart Platform. 2. Resell: Tech/Hardware: Network, AV, Wireless, private wireless/LTE. 3. Managed Services: Security and cloud IoT/Infrastructure.</p> <p>The City of Las Vegas shapes the future of urban living The growing municipality is taking a smart approach to elevating city services The city's parks provide spaces for residents to relax, enjoy themselves and spend time with friends and family. To keep those spaces safe, they've adopted a smart park strategy that detects people, keeps track of park occupancy and assists in crowd control by alerting the team as the park reaches capacity. It also detects incidents, allowing humans to respond more quickly.</p> <p><a href="https://us.nttdata.com/en/case-studies/city-of-las-vegas-client-story">https://us.nttdata.com/en/case-studies/city-of-las-vegas-client-story</a></p>	<p>Chris Craig CIO Information Technologies</p>	<p>702-229-1859</p>
<p>North Carolina Department of Transportation (NCDOT)</p> <p>The SMART Traffic Solution is designed to provide monitoring and counting of wrong-way driving incidents, enhance transportation planners' efficacy and foresight via advanced analytics, and provide a data intelligence platform for current and future SMART Mobility initiatives. NTT DATA's solution supports NCDOT's Vision Zero initiative; a traffic safety approach focused on eliminating traffic deaths and serious injuries, while improving access to safe, sustainable, and equitable mobility for everyone.</p> <p><a href="https://us.nttdata.com/en/news/press-release/2023/september/ntt-data-partners-with-ncdot-to-deploy-smart-solution">https://us.nttdata.com/en/news/press-release/2023/september/ntt-data-partners-with-ncdot-to-deploy-smart-solution</a></p>	<p>To protect client confidentiality, NTT DATA can not include personal contact information for individual client points of contact. However, NTT DATA is happy to request client permission for contact information to be shared should Sourcwell wish to speak to a client.</p>	<p>To protect client confidentiality, NTT DATA can not include personal contact information for individual client points of contact. However, NTT DATA is happy to request client permission for contact information to be shared should Sourcwell wish to speak to a client.</p>
<p>LyondellBasell: Global Chemical Industry Client NTT DATA is deploying outdoor Private Wireless Networks with ongoing Managed Services for a 5-year term. Providing a scalable solution to meet LyondellBasell's global needs. Pervasive concurrent 4G-LTE/5G highreliability coverage in large sites as 70 M sq-ft. Global reach – 89% of sites covered day 1 Ease of use – Program management Control – Visibility and management tools <a href="https://services.global.ntt/enus/announcements/showcasing-the-benefits-ofprivate-5g-with-lyondellbasell">https://services.global.ntt/enus/announcements/showcasing-the-benefits-ofprivate-5g-with-lyondellbasell</a></p>	<p>To protect client confidentiality, NTT DATA can not include personal contact information for individual client points of contact. However, NTT DATA is happy to request client permission for contact information to be shared should Sourcwell wish to speak to a client.</p>	<p>To protect client confidentiality, NTT DATA can not include personal contact information for individual client points of contact. However, NTT DATA is happy to request client permission for contact information to be shared should Sourcwell wish to speak to a client.</p>

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *
26	Sales force.	NTT DATA has ~200 sales representatives in the US and Canada region to support our clients.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>For the products and services in scope, NTT will use its direct sales force to engage directly with Sourcewell and clients utilizing the Sourcewell platform/contract.</p> <p>If a market opportunity requires it, NTT DATA does have the ability to sell and resell through dealer networks or other distribution methods.</p>
28	Service force.	<p>Unlike other service solution providers, NTT’s service functions are not staffed by entry-level personnel. We offer direct access to highly skilled dedicated senior engineers 24x7x365 who are advanced network experts, knowledgeable of the customers’ network environments, and able to dive deep into network-related issues.</p> <p>NTT DATA will assign a project manager as a single point of contact (SPOC) who will be responsible for all planning and management associated with implementing the services. The NTT DATA project manager will create a mutually agreed deployment plan that outlines project schedules, details project risks, provides project tracking, project status reporting, and opportunities for feedback from the client "</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Standard Order Process:</p> <ol style="list-style-type: none"> <li>1) NTT provides a quote and Statement of Work (SOW) to the client</li> <li>2) NTT reviews and accepts the PO and signed SOW from the client</li> <li>3) NTT order entry team to place the order</li> <li>4) NTT supply chain places the order with the manufacturer or through a distributor</li> <li>5) The manufacturer or distributor provides an order confirmation to NTT DATA including product lead times.</li> <li>6) NTT DATA Client Manager notifies customer of any item that has long lead times</li> <li>7) The manufacturer or distributor ships directly to customer</li> <li>8) NTT DATA invoices customer</li> </ol>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>NTT DATA supports your business and technology modernization journey from edge to cloud with our industry-leading Managed Network Services. Experience uninterrupted connectivity, software-defined architecture, converged network and security, consumption-based commercial models, and deep network and application performance and visibility. Our comprehensive services, powered by our industry-leading platform, SPEKTRA, optimize networks for peak performance. This enhances network management, resulting in smoother data transmission from edge devices to the cloud, reduced latency and improved application responsiveness. No matter your industry, we deliver unparalleled performance and observability to ensure you achieve a strategic advantage.</p> <p>SPEKTRA, our AI-powered platform, transforms network management with advanced technologies that include machine learning, deep learning, natural language processing (NLP) and automation. Its cloud-enabled, microservice-based architecture ensures seamless integration with existing infrastructure.</p> <p>The platform’s key features include anomaly detection, smart clustering, AI-based root cause analysis, automated compliance checks, service experience and insights, and SLA monitoring. These capabilities deliver the real business outcomes you need:</p> <p>Proactive issue detection: Real-time monitoring spots potential network issues early.  Real-time application performance visibility: Tracking response time and throughput enables optimization efforts.  Automated operations: Automation leads to fewer errors and quicker problem resolution.  Scalability and flexibility: Easily adapt to changing demands while keeping performance high.  Enhanced security: Continuous monitoring detects and prevents security breaches.  Resource optimization: Analyze usage patterns to use bandwidth and resources effectively.</p> <p>NTT DATA provide SLA based support services and managed services for all the hardware and software that we provide.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>As one of the largest IT networking and services companies in the world, NTT has the resources and operating scale in the U.S. to respond to a execute against the high volume of inbound client opportunities that Sourcewell is trying to generate. This advantage in scale translates to an unmatched scale in engaging multiple deployments simultaneously and delivering each project successfully. NTT does this every day in countries all around the world.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NTT can deliver in any area of the U.S. and Canada, providing the same capabilities across both regions.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NTT has no limitations in participating in any of Sourcewell's entity sectors, either regionally or globally, as well as the ability to promote alternative cooperative agreement-contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NTT has no limitations in participating in any of Sourcewell's entity sectors, either regionally or globally, as well as the ability to promote alternative cooperative agreement-contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping and delivery are available in these regions and globally.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a global, Fortune 100 company, NTT DATA has a scaled and highly sophisticated marketing capability. As a proof point of its marketing prowess, NTT DATA was the #1 fastest growing tech brand in 2023, as measured by BrandFinance.com, outpacing such notable tech brands as LinkedIn, Instagram, DoorDash, Oracle, AirBnB and YouTube. The same study found NTT DATA to be the 6th most valuable IT services brand globally. NTT DATA's marketing strategy to promote the contract lies within its value proposition, which is a full stack end-to-end managed service solution. The value proposition and product offer is marketed through various channels, including digital channel, direct channel (digital webinars, events, Above the line and below the line campaigns, blogs), industry events and summits (e.g. MWC) and others. In addition, NTT Data has a vast repository of client use cases and references to boost credentials. Marketing collateral is attached as references as well.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NTT Data has extensive digital marketing campaign strategy, including above-the-line and below-the-line marketing campaigns. Our above the line campaigns include mass awareness campaigns, industry event promotions, industry analysis reports. Our below-the line campaigns include Account Based Marketing efforts via various communication methods, targeted at key clients and key verticals. In addition to digital marketing campaigns, NTT Data has heavy presence at industry events and summit to promote use case demonstrations.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	NTT DATA welcomes collaboration with Sourcewell in the process of developing marketing campaigns to promote such contracts. The degree to which Sourcewell is involved in such planning is totally up to Sourcewell itself.  As the Sourcewell awarded contracts become public, NTT DATA will ensure to create different collaterals highlighting the value proposition and integrate them into NTT DATA references, success stories and market them via various channels, including digital channel, direct channel as well as part of future sales engagements. Sourcewell could also reuse these collaterals and cascade them via their existing marketing channels.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	NTT DATA does support e-procurement and makes that capability available to its clients across both public sector and commercial sectors. This capability has not yet been adapted to the ordering process for NTT DATA's Smart solution due to the highly service-oriented and customized nature of the underlying Smart solution and service deliverables.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>NTT DATA will provide comprehensive documentation to support the deployment and operation of sensors, network components, and platform services for all Sourcewell participating entities. This training support is standard and included with the solution at no additional cost.</p> <p>Materials include:</p> <ul style="list-style-type: none"> <li>- Installation and Configuration Guides: Step-by-step documentation provided by the manufacturer for hardware setup.</li> <li>- Platform User Manuals: Guidance on using the platform's features, available directly within the platform interface or as downloadable documents.</li> <li>- Maintenance and Troubleshooting Documentation: Manufacturer-provided materials to assist with routine maintenance and resolution of common issues.</li> </ul> <p>Documentation is provided either by the original equipment manufacturer (OEM) or directly within the platform environment, ensuring easy access and up-to-date information.</p> <p>If additional support is required, such as customized training or support sessions, these services are available upon request at an additional cost. Pricing and availability for these sessions will be determined based on scope, location, and delivery format.</p>	*
42	Describe any technological advances that your proposed solution(s) offer.	<p>Sensors are equipped with advanced features such as edge processing, self-calibration, multi-sensor fusion, and support for low-power wide-area networks. Additionally, some sensors incorporate energy-harvesting capabilities to enhance efficiency.</p> <p>NTT Data's platform solutions offers real-time analytics, AI and machine learning integration for predictive insights, and full API interoperability for seamless integration. This robust infrastructure ensures that data is processed and analyzed efficiently, providing valuable insights in real-time.</p> <p>We also support GenAI plugins designed to handle ad-hoc government and citizen requests with a focus on maintaining security, privacy, and accuracy. These capabilities ensure that our solutions meet the highest standards of data governance and user trust.</p>	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	<p>NTT DATA smart sensors are equipped with Edge AI capabilities, allowing for real-time processing and localized decision-making directly at the device level. This approach minimizes latency, reduces network load, and enables on-device functions such as data filtering, anomaly detection, and basic pattern recognition, ensuring faster and more efficient responses without reliance on constant cloud connectivity.</p> <p>The Smart Solution Platform further extends AI capabilities across the infrastructure ecosystem. It incorporates machine learning models for predictive maintenance, energy efficiency, and usage trend forecasting, using both historical and real-time sensor data. The platform supports adaptive analytics, intelligent alerts, and anomaly detection at scale, while auto-generated insights enhance data visualization, helping users quickly identify issues, prioritize interventions, and optimize resource allocation.</p> <p>Edge AI and the platform together form the backbone of our approach to Industrial DataOps, a discipline focused on turning raw operational data into actionable intelligence. By standardizing data collection, normalization, and contextualization across assets, this architecture ensures data usability for operations, IT, and data science teams, as well as executive decision-makers. The system supports continuous data delivery, automated testing, and cross-domain integration, bridging the OT and IT divide to enable proactive, insight-driven infrastructure management.</p>	*

<p>44</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Our environment and society are constantly undergoing significant changes and businesses are required to address societal issues and preserve our global environment, while driving business growth.                  We at NTT DATA take such great changes as an opportunity for further growth.</p> <p>In May, 2022, we developed a new *medium-term management plan which has stepped up our existing ESG-oriented management initiatives and promotes such efforts as sustainability management with a long-term perspective.</p> <p>In this plan, we set forth “Realizing a Sustainable Future” as our slogan. We will work on addressing social challenges and contributing to the global environment from both aspects of our own corporate activities (of IT) and business activities of our clients and society (by IT) based on the three dimensions of “Clients’ Growth,” “Regenerating Ecosystems,” and an “Inclusive Society,” thereby aiming for further growth together with our clients. In order to promote these activities, we have identified nine material issues and will work toward them on a global basis:</p> <ul style="list-style-type: none"> <li>-&gt; Carbon Neutrality                      Contribute to solving climate change issues by creating innovations to decarbonize society and clients.</li> <li>-&gt; Smart X Co-innovation                      Create new value through co-creation with various companies to achieve a smart and innovative society.</li> <li>-&gt; Human Rights &amp; DEI                      Work to create an equitable society where a diverse range of people thrive and respect each other's human rights.</li> <li>-&gt; Circular Economy                      Reduce waste and create a society where the value of products and services continues to circulate.</li> <li>-&gt; Trusted Value chain                      Uphold data privacy and security to ensure safe, secure and resilient corporate activities.</li> <li>-&gt; Digital Accessibility                      Deliver services that provide everyone with equal access to basic needs and improve people's quality of life.</li> <li>-&gt; Nature Conservation                      Generate sound global environment and contribute to people's well-being by conserving and recovering nature capital.</li> <li>-&gt; Future of Work                      New ways of working that enhance employee experience and performance. Provide and promote work style reforms for society as a whole.</li> <li>-&gt; Community Engagement                      Understand the challenges and needs for the development of local communities and provide services that enrich people's lives.</li> </ul> <p>For more information please feel free to read our sustainability report (link as below):  <a href="https://www.nttdata.com/global/en/-/media/nttdataglobal/1_files/sustainability/susatainabilityreport/2023/sr2023.pdf?rev=df6dd32585254cf1b9e946a1d816c591">https://www.nttdata.com/global/en/-/media/nttdataglobal/1_files/sustainability/susatainabilityreport/2023/sr2023.pdf?rev=df6dd32585254cf1b9e946a1d816c591</a></p>
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<p>45</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NTT DATA has formulated ""NTT DATA NET-ZERO Vision 2040"" in response to the growing call worldwide to accelerate climate change action. ""Green Innovation of IT"" promotes our own efforts to reach Net-Zero.NTT DATA has set up a Green Action Committee to promote company-wide efforts to tackle environmental actions. This committee oversees the activities of each business division and enhance environmental and social impacts through our services.</p> <p>NTT DATA has been recognized for leadership in corporate transparency and performance on climate change by CDP, securing a place on its annual 'A List'. NTT DATA's actions toward transition to net zero carbon emissions have been introduced in the CDP's 'Story of Change' reports in 2021 and 2022 as a leading practice that may inspire and encourage other companies. Below are some of our partnerships and alliances that help drive sustainability by partnerships with leading stakeholders:</p> <ul style="list-style-type: none"> <li>-&gt; Carbon Neutrality : March 2021 Endorsed TCFD recommendation</li> <li>NTT DATA has positioned climate change measures as high material issues</li> <li>-&gt; Carbon Neutrality : September 2021 Joined Green Software Foundation Joined as 6th core member of Green Software Foundation.</li> <li>Commits to accelerate greening.</li> <li>-&gt; Nature Conservation: February 2023 Joined TNFD Forum</li> <li>Joined TNFD Forum aiming better transparency on nature-related risks and opportunities</li> <li>-&gt; Carbon Neutrality: June 2022 Established Estanium</li> <li>Established ESTAINIUM with 14 partners to develop open and secure platform for exchanging information.</li> <li>-&gt; Carbon Neutrality : March 2021 Joined RACE TO ZERO Circle</li> <li>Joined through Business Ambition for 1.5°C</li> <li>-&gt; Carbon Neutrality : March 2022 Accredited as CDP GOLD partner</li> <li>Accredited as 20th company in consulting and software services.</li> <li>-&gt; Carbon Neutrality : April 2022 Joined CDP supply chain membership Became a 5th supply chain premium member in the world to accelerate net zero.</li> <li>-&gt; Carbon Neutrality: March 2021 Declared Business Ambition for 1.5°C</li> <li>Endorsed SBT Business Ambition for 1.5°C</li> <li>-&gt; Nature Conservation: February 2023 Joined 30 by 30 Alliance</li> <li>Joined to stop degradation of biodiversity and contribute to protect at least 30 percent of land and ocean areas.</li> </ul>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>As a company, NTT DATA's role is to help our clients transform their IT operations to achieve demonstrable, measurable, and sustainable improvement for their business operations.</p> <p>Across the United States, we help large organizations in the private and public sectors optimize their IT investments by creating, operating, maintaining, and evolving critical systems and business processes.</p> <p>Our services are designed to help you address today's challenges, and tomorrow's — whether it's to help you jump-start your cloud migration, reinvent your customer experience, streamline your business processes, or upgrade your infrastructure. From industry-centric consulting to managed services, our portfolio offers innovative solutions and flexible options to move your business to the next level.</p> <p>As part of one of the world's largest corporations, NTT DATA combines our tradition of local knowledge and hands-on understanding of clients in the United States with the experience and worldwide reach of a global company. The result: Low-risk, actionable, cost- effective services and solutions as well as a partnership that acts as an extension of your own organization.</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Payment methods: ACH, Wire, Check, Purchase Order
57	Describe any leasing or financing options available for use by educational or governmental entities.	NTT Data provides financing for educational and governmental entities. In addition, for clients who prefer the option of a fully OpEx-based commercial model (what NTT calls Network-as-a-Service or NaaS), NTT integrates all aspects of design, deployment, management and support of the network into a holistic managed service that is offered to the client for a single, fixed, monthly fee.
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Master Services Agreement Statement of Work
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NTT DATA can employ volume-based pricing model tailored to the specific needs of Sourcewell participating entities. Pricing is typically based on a combination of product category, project scope, deployment complexity, and vendor-specific pricing agreements.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount levels are dependent on project volume, bundled services, and vendor terms. While discounts from MSRP or list pricing will vary, NTT DATA works directly with its technology partners to secure the most competitive rates for Sourcewell members. Exact discount ranges can be discussed and confirmed upon scope finalization and supplier alignment. The target profile of discounts range between 5%-10% of list price.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	We offer volume-based discounts, which scale according to the size and complexity of the project. These may include discounts on hardware, software licensing, or managed service agreements.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NTT DATA can accommodate requests for non-catalog or sourced items by quoting them on a case-by-case basis, either at cost or cost-plus a nominal percentage, depending on sourcing complexity and vendor conditions.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any non-standard costs such as custom integration, on-site setup, optional training, or specialized inspections will be clearly outlined during project scoping. These costs are not included in the general pricing model unless specifically requested. Freight, shipping costs, tariffs and taxes (if applicable) are dependent on the vendor's logistics terms and will be itemized in quotes as needed.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and taxes vary based on product type, vendor, production location and destination. NTT DATA will ensure transparent communication of any such costs during the quotation phase, and these charges will be passed through without markup when applicable. For many standard orders, shipping may be included in OEM pricing.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NTT has no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii and Alaska and in US Territories.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NTT DATA offers staging services as part of our delivery process. This includes pre-configuring, testing, and labeling devices before they are shipped to the client site. Staging ensures that hardware arrives ready for deployment, reducing on-site setup time, minimizing installation errors, and streamlining rollout across multiple locations. This service can be tailored to client-specific configurations and is especially valuable for large-scale or phased deployments.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NTT DATA employs a self-audit pricing verification process as part of our internal quality management framework. This includes periodic price audits, compliance checks against Sourcewell contract terms, and internal reviews to ensure participating entities receive the agreed-upon pricing	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We track success using a variety of internal performance metrics, including: <ul style="list-style-type: none"> <li>- Project delivery timelines</li> <li>- Uptime and platform performance metrics</li> <li>- Service response and resolution times</li> </ul>	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1.25%	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See attached pricing *

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Tables 7A through 7E)**

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>NTT DATA offers a comprehensive suite of solutions and services for the deployment, monitoring, and management of smart infrastructure. Our smart infrastructure components, including sensors, gateways, and analytics capabilities, are designed for seamless plug-and-play integration into existing systems and outdoor environments, following open standards that support scalability, interoperability, and long-term flexibility.</p> <p>At the core of our offering is NTT DATA's Smart Infrastructure Solution and Services Platform, which delivers an end-to-end approach to monitoring and managing infrastructure assets. It enables secure device onboarding, real-time data acquisition, actionable analytics, and user-configurable dashboards. The platform supports edge-to-cloud communication, multi-tenancy, and automated event triggers while offering robust role-based access controls. Designed to integrate with a wide range of protocols such as MQTT, LoRaWAN, Modbus, and RESTful APIs, it is vendor-agnostic and adaptable to varied use cases.</p> <p>In addition, NTT offers a layer of intelligent data services to support ingestion, normalization, and aggregation of both historical and live data from multiple sources. This enables organizations to unify disparate data into a centralized system, providing visibility, reliability, and real-time insight into operations. Together, these offerings allow Sourcewell members to achieve scalable, secure, and future-ready smart infrastructure deployments.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NTT DATA's comprehensive IoT ecosystem delivers integrated solutions that span Edge Device Management, Real-Time Analytics, Secure IoT Data Integration, and Predictive Maintenance Enablement—providing a unified and strategic approach to optimizing smart infrastructure operations.</p> <p>At the foundation of this ecosystem is a robust Data Integration and Management platform, which facilitates seamless aggregation and normalization of IoT data across a wide range of devices and communication protocols. This platform underpins the Smart Infrastructure Data Hub, enabling secure collection, processing, and distribution of both real-time and historical data to generate actionable insights.</p> <p>With advanced IoT Data Aggregation and Normalization capabilities, the system transforms disparate data sources into a cohesive and unified structure, ensuring efficient access for analytics and decision-making. Combined with Edge and Cloud Data Integration Services, the platform delivers flexible, scalable, and resilient data flows that power real-time monitoring and advanced analytics across diverse environments.</p> <p>To support interoperability and future scalability, NTT DATA's solution also includes Open API Integration for Smart City applications—enabling seamless connectivity with existing systems, platforms, and third-party tools. Together, these capabilities simplify IoT data management and empower organizations to fully leverage their smart infrastructure with predictive intelligence and real-time operational insights.</p>

74	Describe how your solutions ensure data privacy, security, and compliance.	<p>NTT DATA delivers secure, enterprise-grade solutions for managing smart infrastructure systems, grounded in the highest standards of data privacy, protection, and regulatory compliance. Our sensors and gateways are engineered with embedded security features including encrypted communication protocols (e.g., DTLS, TLS), secure boot mechanisms, firmware signing, and hardware-level safeguards where applicable. Gateways are further equipped with firewall functionality, OTA firmware updates, and certificate-based authentication to enable secure onboarding and prevent unauthorized access.</p> <p>NTT's Smart Infrastructure Solution and Services Platform is architected with a secure-by-design approach, incorporating end-to-end encryption for data in transit and at rest, role-based access controls, multi-factor authentication, and comprehensive audit trails. It supports secure API integrations, identity federation, and is subject to regular security assessments and vulnerability scans to ensure ongoing resilience and compliance with global and industry-specific standards.</p> <p>The Integration Layer and Data Hub reinforces this security posture by managing encrypted data flows, enforcing access permissions, and maintaining detailed logs of system interactions. It aligns with key data protection regulations such as GDPR, CCPA, and relevant U.S. public sector standards. Additional embedded practices, such as network segmentation, least-privilege access, and data residency and retention policies, ensure that sensitive information is handled with integrity and flexibility.</p> <p>Collectively, these measures provide a robust framework for secure, compliant, and efficient smart infrastructure management, making data privacy and cybersecurity foundational to every layer of the solution.</p>
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	<p>NTT DATA's Smart Infrastructure Solution and Services Platform is built on an open, modular, and flexible architecture designed to ensure seamless integration with existing infrastructure and adaptability to future technological advancements. The platform supports a phased deployment approach, allowing customers to implement upgrades or expand systems incrementally without requiring disruptive system overhauls.</p> <p>Selected sensors and gateways adhere to industry-recognized open standards and protocols, enabling interoperability across a wide range of vendors and device ecosystems. These components support protocol translation, remote firmware updates, and secure over-the-air configuration, ensuring continued compatibility with evolving platforms and dynamic network environments.</p> <p>The platform itself supports a broad spectrum of open communication standards, including MQTT, HTTP, REST APIs, BACnet, and Modbus, which enables smooth integration with third-party systems such as BMS, enterprise analytics platforms, SCADA systems, and smart city ecosystems. Its containerized, microservices-based architecture allows for scalable deployment, backward-compatible integration, and minimal disruption when onboarding new devices or applications.</p> <p>In addition, the Integration Layer and Data Hub simplify system-to-system communication by standardizing data formats and supporting open communication protocols, helping to eliminate vendor lock-in and facilitating long-term interoperability. Regular platform updates and alignment with emerging industry standards ensure that NTT DATA's solution remains secure, future-ready, and capable of evolving alongside customer needs and technological innovation.</p>

**Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires**

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires**.

We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *
76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.	<p>NTT DATA's Solutions are designed to support a broad range of communication protocols, ensuring seamless compatibility across diverse systems and infrastructure environments.</p> <p>NTT DATA's Smart Infrastructure Solution and Services Platform offers RESTful APIs to facilitate efficient system integration and data exchange. It natively supports widely adopted protocols in smart infrastructure, including MQTT for IoT device communication, HTTP/HTTPS for secure web interactions, and WebSocket for real-time data streaming.</p> <p>To enable integration with legacy and operational technology (OT) systems, the platform is also capable of accommodating industry-standard protocols such as BACnet, Modbus, and OPC-UA. This allows for smooth connectivity with building management systems (BMS), industrial networks, and other infrastructure systems.</p> <p>By supporting this multi-protocol environment, NTT DATA ensures broad interoperability, future scalability, and flexible integration across smart city and critical infrastructure ecosystems.</p>
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	<p>NTT DATA's sensor and network component solutions support both wired and wireless transmission methods, offering flexible deployment across various infrastructure environments and use cases for Sourewell participating entities.</p> <p>Wireless Communication Methods</p> <ul style="list-style-type: none"> <li>- LoRaWAN: Ideal for wide-area, low-power deployments requiring long-range connectivity with minimal bandwidth usage.</li> <li>- Wi-Fi: Provides high-speed, high-bandwidth communication where reliable power sources are available.</li> <li>- Cellular (LTE/5G): Supports remote and mobile deployments with broad coverage and carrier-grade reliability.</li> <li>- Private Wireless Networks (LTE/5G): Designed for enterprise environments requiring secure, dedicated connectivity integrated with OT/IT infrastructure.</li> <li>- Bluetooth Low Energy (BLE): Best suited for short-range, low-power communication and proximity-based applications.</li> </ul> <p>Wired Communication Methods:</p> <ul style="list-style-type: none"> <li>- Ethernet/LAN: Offers stable, high-speed data transfer for environments with structured cabling and fixed installations.</li> </ul> <p>To ensure continuous and reliable communication, sensors and gateways incorporate several redundancy and protection features:</p> <ul style="list-style-type: none"> <li>- Multi-path Communication Failover: Devices can automatically switch between available communication paths (e.g., LoRa to LTE/5G) to maintain connectivity.</li> <li>- Data Buffering and Forwarding: Gateways store data locally during temporary network interruptions and automatically transmit it once connectivity is restored.</li> <li>- Data Integrity and Security: Devices employ encryption protocols and data validation checks to ensure transmission accuracy and security.</li> <li>- OTA)Firmware Updates: Devices can be remotely updated, ensuring they remain secure, current, and capable of adapting to evolving system requirements.</li> </ul> <p>This multi-modal communication framework ensures that NTT DATA's Smart Infrastructure Solutions are adaptable, resilient, and future-ready</p>
78	If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability.	Not Applicable

### Table 7C: Physical Assets, Poles, and Mounting Structures

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures**.

We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	

**Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms**

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms**.

We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *
80	Describe what redundancy features are built into your network components to ensure continuous operation.	<p>NTT DATA's network components are designed with built-in redundancy to ensure continuous operation. Gateways support multi-connectivity failover, including Ethernet, Wi-Fi, and Cellular. In the event of a connection failure, devices automatically switch to the next available communication path to maintain uninterrupted data transmission. Local network servers typically rely on Wi-Fi or Ethernet as the primary connection, with cellular backup enabled for failover scenarios.</p> <p>Additionally, LoRaWAN sensors can report to the main network via multiple gateway options, ensuring message delivery even if one pathway becomes unavailable. Outdoor-rated sensors and gateways are IP65-certified and powered by long-life batteries, supporting multi-year operations with minimal maintenance.</p>
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	<p>NTT DATA's Smart Infrastructure Solutions platform offers a unified, modular environment for monitoring, controlling, and managing smart infrastructure assets across distributed environments. By centralizing data from sensors, meters, and connected systems, the platform enables real-time visibility, operational efficiency, and proactive decision-making.</p> <p>Key Capabilities Include:</p> <ul style="list-style-type: none"> <li>- Real-Time Asset Monitoring: Tracks live status of device connectivity, sensor data, power levels, and alert conditions for immediate response.</li> <li>- Custom Dashboards: Provides visualizations of infrastructure health, environmental metrics, and asset performance.</li> <li>- Remote Management: Enables secure remote configuration, firmware updates, and control of devices and sensors.</li> <li>- Intelligent Alerts and Event Handling: Delivers automated, rule-based alerts for anomalies, breaches, and system failures via email, SMS, or webhook.</li> <li>- Role-Based Access Control: Restricts platform access and management actions based on user roles and departments.</li> <li>- Audit Logs &amp; Historical Playback: Maintains traceability of changes and supports issue investigation and compliance needs.</li> <li>- Open API Integration: Allows seamless interaction with third-party platforms and systems for extended functionality.</li> <li>- Performance Logging &amp; Optimization: Supports analytics for asset planning, predictive maintenance, and long-term operational improvement.</li> </ul> <p>By consolidating these capabilities, NTT DATA enables streamlined infrastructure oversight, reduced manual intervention, and scalable management of lighting, utilities, environmental sensors, and other connected assets.</p>
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	<p>NTT DATA's Smart Infrastructure Solution and Services Platform includes an advanced Integration Layer and Data Hub designed to aggregate and normalize data from a diverse range of sources such as sensors, gateways, controllers, and third-party systems. This enables the creation of a centralized, unified dashboard for real-time infrastructure monitoring and decision-making.</p> <p>Key Capabilities Include:</p> <ul style="list-style-type: none"> <li>- Multi-Source Integration: Supports structured and unstructured data from various protocols and formats.</li> <li>- Real-Time Processing: Allows high-frequency data ingestion, processing, and distribution with minimal latency.</li> <li>- Unified Visualization: Presents data through a customizable dashboard to visualize performance, asset health, and events.</li> <li>- Contextual Insights: Links asset metrics to locations and use cases for operational awareness and diagnostics.</li> <li>- Open API Framework: Ensures interoperability with existing platforms and external systems.</li> </ul> <p>By consolidating data across systems and enabling contextualized insight, this architecture empowers users to make informed, data-driven decisions while improving operational efficiency, visibility, and system reliability.</p>

**Table 7E: Integration with Turnkey Services**

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services**.

We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	<p>NTT DATA offers a range of service models tailored to customer needs, including:</p> <ol style="list-style-type: none"> <li>1) Technology/Platform-Only Access: For customers managing their own infrastructure, we provide access to the platform with full documentation and integration support.</li> <li>2) Turnkey Solutions: A complete package that includes hardware provisioning, platform setup, integration, onboarding, and support.</li> <li>3) Hybrid Model: Collaborative delivery where the customer manages device installation and NTT DATA handles platform configuration and system monitoring.</li> </ol> <p>This flexible service model ensures alignment with customer preferences, in-house capabilities, and project scope.</p>
84	<p>Describe your proposed maintenance plans and schedules.</p> <p>Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.</p> <p>Include pricing for such maintenance in your proposal.</p>	<p>NTT DATA provides a structured maintenance plan that includes:</p> <ul style="list-style-type: none"> <li>- Platform Monitoring: Continuous health monitoring of devices, gateways, and data flows.</li> <li>- Scheduled Maintenance: Quarterly platform updates and enhancements, applied during off-peak hours to minimize disruption.</li> <li>- Health Checks: Monthly diagnostics to assess system performance, storage, and latency.</li> <li>- Optional Add-ons: Extended support plans, including accelerated SLAs and custom maintenance schedules, are available upon request.</li> </ul> <p>These services help ensure the ongoing performance, security, and reliability of the solution.</p> <p>NTT DATA provides a comprehensive maintenance program that includes quarterly routine checks, remote monitoring, and scheduled software updates at no additional cost under the standard platform delivery. Maintenance activities include system health reviews, performance validation, data pipeline verification, and storage monitoring.</p> <p>For critical issues, emergency support services are available to address failures impacting data availability, integrity, or security, with root cause analysis and expedited resolution.</p> <p>The platform follows a structured software update process, where urgent patches are applied immediately, and enhancements are deployed quarterly in coordination with the client.</p> <p>Additionally, robust remote monitoring capabilities continuously track device status, data flow, and system health. Automated alerts and diagnostic tools enable proactive issue detection and resolution, minimizing downtime and the need for on-site intervention.</p>
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	<p>NTT DATA recently completed a smart city deployment for a mid-sized U.S. city. The project involved integrating data from outdoor video sensors, environmental monitoring devices, and mobility infrastructure into a centralized Integration Layer / Data Hub to improve public safety, park management, and transportation operations.</p> <p>Deployment Process:</p> <ul style="list-style-type: none"> <li>- Discovery and Planning: Conducted stakeholder workshops with city departments to define use cases, data sources, and system requirements.</li> <li>- System Design: Developed a scalable architecture for secure data ingestion, normalization, and dashboard visualization.</li> <li>- Integration and Configuration: Integrated real-time data streams from video analytics, park occupancy sensors, and vehicle detection systems into the Integration Layer.</li> <li>- Testing and Validation: Performed end-to-end validation of data flows, alert generation, and dashboard reporting to ensure system performance and reliability.</li> <li>- Training and Go-Live: Delivered staff training, operational handover, and documentation to city users. The system went live with active remote monitoring enabled.</li> <li>- Ongoing Support: Providing continued maintenance, software updates, and remote monitoring services to ensure high system availability and support expansion needs.</li> </ul> <p>This deployment enabled the city to monitor key infrastructure assets in real time, enhance situational awareness, and lay the foundation for future smart city initiatives.</p>

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - NTT DATA - Device Management - Platform Pricing Options - Sourcewell RFP.pdf - Tuesday April 15, 2025 11:19:24
  - [Financial Strength and Stability](#) - Consolidated Financial Results for the Third Quarter.pdf - Thursday April 10, 2025 18:27:39
  - [Marketing Plan/Samples](#) - City of Las Vegas Case Study.pdf - Wednesday April 09, 2025 13:37:27
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - NTT-Global--Americas--v1.4--2024.05.17-.zip - Tuesday April 15, 2025 11:11:36
  - [Requested Exceptions](#) - RFP\_041525\_Smart\_Infrastructure\_Master\_Agreement\_NTT Exceptions.docx - Monday April 14, 2025 12:44:03
  - [Upload Additional Document](#) - Case Studies.pptx - Thursday April 10, 2025 17:53:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Julie Campbell, Public Sector Practice Manager, NTT America, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Smart_Infrastructure_RFP041525</b> Fri April 4 2025 03:43 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Smart_Infrastructure_RFP041525</b> Tue April 1 2025 04:19 PM	<input checked="" type="checkbox"/>	8
<b>Addendum_5_Smart_Infrastructure_RFP041525</b> Thu March 27 2025 02:54 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Smart_Infrastructure_RFP041525</b> Wed March 26 2025 04:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Smart_Infrastructure_RFP041525</b> Tue March 25 2025 09:49 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Smart_Infrastructure_RFP041525</b> Tue March 18 2025 08:15 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Smart_Infrastructure_RFP041525</b> Wed March 12 2025 08:05 AM	<input checked="" type="checkbox"/>	1