



7100 Highlands Parkway  
Smyrna, GA 30082

November 03, 2016

Region 14 Education Service Center  
National Cooperative Purchasing Alliance (NCPA)  
1850 Highway 351  
Abilene, Texas 79601

Dear Sir or Madam:

Thank you for the opportunity to respond to your RFP for Enterprise Products and Services, 28-16. IBM is pleased to provide the attached response. We believe we have provided a comprehensive response that provides good value to Region 14 ESC and NCPA as well as to your members.

Nationwide, states, counties, cities, higher education and local school districts are increasingly demanding more from their information technology infrastructure, increased flexibility, increased scalability and increased agility to meet changing requirements from their citizens. At the same time, they want reduced cost, reduced energy utilisation and reduced time to deploy and recover their investment.

IBM has been your partner since 2012, providing solutions and products that support your membership's information technology environment. Working with you, we have delivered significant performance, productivity and cost-reduction benefits for your members.

As you review the response, please do not hesitate to reach out if you have any questions or items to discuss.

We look forward to continuing our successful relationship with Region 14 ESC, NCPA and its' members.

Sincerely,

A handwritten signature in blue ink that reads "Eric Rice".

**Eric Rice**  
Public Sector Contracts Sales Manager  
[erice2@us.ibm.com](mailto:erice2@us.ibm.com) / 1-770-863-1572

IBM PROPOSAL TO:



For Enterprise Products and Services  
RFP # 28-16

Eric Rice  
7100 Highlands Parkway  
Smyrna, GA 30082  
Telephone: 1-770-863-1572  
Email: [erice2@us.ibm.com](mailto:erice2@us.ibm.com)

November 03, 2016; 2:00 pm CST



## Table of Contents

<b>Executive Summary</b>	<b>1</b>
Our understanding of your goals	1
Our solution	1
Why choose IBM?	3
<b>Signature Form</b>	<b>5</b>
<b>NCPA Administration Agreement</b>	<b>6</b>
<b>Vendor Questionnaire</b>	<b>10</b>
<b>Vendor Profile</b>	<b>14</b>
<b>Products and Services</b>	<b>25</b>
<b>References</b>	<b>29</b>
<b>Pricing</b>	<b>33</b>
Pricing for items proposed in the ‘Value Added Product and Services’ section:	36
<b>Value Added Products and Services</b>	<b>39</b>
Passive Optical Network (PON)	39
<b>Required Documents</b>	<b>40</b>
Clean Air and Water Act / Debarment Notice	40
Contractors Requirements	41
Antitrust Certification Statements (Tex. Government Code § 2155.005)	42
State Notice Addendum	43

# Executive Summary

## Our understanding of your goals

Since the inception of the National Cooperative Purchasing Alliance (NCPA), IBM has been a dedicated and reliable partner. We were among the original partners and we continue to support the efforts of NCPA on a nationwide level.

NCPA's intent then, as well as now, is to provide public agencies across the nation with increased efficiencies and reduced cost when procuring goods and services. This has been accomplished and will continue into the future by the awarding of competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of the entities nationwide.

This new award will provide any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization the ability to purchase from this contract and leverage the discounts offered.

- This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
- Specifically covers Technology Solutions, both hardware and services.
- IBM will work closely with NCPA who will provide marketing and administrative support to promote the products and services to Public Agencies nationwide.

## Our solution

IBM is proposing multiple offerings that will enable NCPA members to capitalize on the stream of changes occurring in the public sector arena. Our offerings provide flexibility, enabling you to use change to your advantage and to leverage new technologies and business partnerships as they emerge. The proposed offerings will lower NCPA member's total cost of ownership with improved capabilities and innovation.

## Solution features and benefits

The features and benefits of the proposed solution are outlined in the table below.

Proposed IBM solution for NCPA and Members		
Solution elements	Key features	Benefits

Proposed IBM solution for NCPA and Members		
Solution elements	Key features	Benefits
Governance	<ul style="list-style-type: none"> <li>▪ Account organization and governance structure aligned to NCPA's requirements</li> <li>▪ Structured approach to service delivery and service integrator functions</li> <li>▪ Smarter Utility Innovation and Transformation Center</li> </ul>	<ul style="list-style-type: none"> <li>▪ Communication and collaboration up and down the value chain</li> <li>▪ Control retained by NCPA Members</li> <li>▪ Deep industry expertise and insight from IBM</li> </ul>
Cloud Computing Technologies	<ul style="list-style-type: none"> <li>▪ Quick provisioning/de-provisioning of available capacity</li> <li>▪ Public image catalog providing standardized images of IBM and third party software supporting multiple licensing models</li> <li>▪ Detailed metering and billing components of cloud consumption provides detailed usage of infrastructure resources and services catalog</li> </ul>	<ul style="list-style-type: none"> <li>▪ Responsiveness to changes in business computing requirements</li> <li>▪ Reduces time required to leverage cloud services</li> <li>▪ Accounting by departmental/user-level available on-demand for better IT resources usage monitoring/billing while removing need to manually track/create reporting</li> </ul>
Server management services	<ul style="list-style-type: none"> <li>▪ Consolidation, standardization, virtualization, and automation</li> <li>▪ Infusion of new technology (XIV Storage, SAN Volume Controller, and Power8 Server Technology)</li> <li>▪ Innovative and secure cloud technologies</li> </ul>	<ul style="list-style-type: none"> <li>▪ Flexibility and agility to address changing business demands through new technologies such as cloud computing</li> <li>▪ Improved "time to market" for data center services</li> <li>▪ Higher delivery quality through consistency and responsiveness</li> <li>▪ Lowest risk for adopting new cloud delivery models</li> </ul>
Storage management services	<ul style="list-style-type: none"> <li>▪ Management Complexity Factor (MCF) methodology for storage analytics and planning</li> <li>▪ Tier movement process and tools</li> <li>▪ Data encryption capabilities</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ability to understand current storage environment and benefits of future state</li> <li>▪ Reduced storage cost with data stored at the appropriate tiers</li> <li>▪ Enhanced data security and reduced risk</li> </ul>
Managed network services	<ul style="list-style-type: none"> <li>▪ Managed remote and Internet access, fixed line network access</li> <li>▪ Built-in managed network security</li> <li>▪ End-to-end email and collaboration solution</li> <li>▪ Integrated telephony and IT solution</li> <li>▪ Rollout of OpenScape standard</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ease of use for end users</li> <li>▪ Committed service levels</li> </ul>
Security	<ul style="list-style-type: none"> <li>▪ ISO 27002:2005 certification</li> <li>▪ IBM Information Security Controls document (ISeC)</li> <li>▪ SAS70 Level 2 reporting</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consistent set of roles and security processes</li> <li>▪ Minimized security risk exposure</li> </ul>

Proposed IBM solution for NCPA and Members		
Solution elements	Key features	Benefits
Disaster recovery	<ul style="list-style-type: none"> <li>▪ Disaster recovery planning and coordination</li> <li>▪ Cluster failover tests</li> <li>▪ Disaster recovery gap analysis</li> </ul>	<ul style="list-style-type: none"> <li>▪ Minimal disaster recovery exposure</li> <li>▪ Integrated disaster recovery test plan</li> <li>▪ Identification of disaster recovery gaps and go-forward plan</li> </ul>

## Why choose IBM?

IBM has a history of implementing proven strategies and technology solutions for successful public governance. By leveraging new business models, innovative capabilities and the wealth of data available, IBM can assist you in creating a robust and efficient public infrastructure that ensures safety and security, while supporting the needs of individuals, facilitating sustainable economic growth, and building stronger communities.

IBM provides:

- In-depth understanding of technology, business and innovation
  - ***the ability to apply the right technology to boost business value***
- Highly trained support technicians who deliver industry-leading levels of knowledge and expertise
  - ***around the world and around the clock***
- Comprehensive tools and processes
  - ***plus industry best practices and automation to help you reduce costs, complexity and downtime***

A proven track record

IBM is a global leader in service delivery, managing nearly four million client systems for client organizations and itself.

Public Sector specific expertise with wide ranging solutions that focuses on the needs of government

- **Government Technology Solutions Overview**

<http://www-935.ibm.com/industries/government/>

- **Government Case Studies**

[http://www-935.ibm.com/industries/government/case\\_studies.html](http://www-935.ibm.com/industries/government/case_studies.html)

- **Government Blog**

<http://www-935.ibm.com/industries/government/blog.html>

## The strength of IBM

Above all, our clients benefit from the unmatched expertise and experience that defines IBM. Carrying on our 100-year tradition, are more than 300,000 current IBM'ers, including 3,000

active researchers, in over 170 countries around the world. We've enjoyed nearly 20 consecutive years of U.S. patent leadership, and we count five Nobel Laureates and seven National Medal of Technology honorees among our number. We helped create the information technology industry a century ago and we continue to shape it today.

A continued alliance with IBM means more than keeping up with the latest innovations in business and technology—it means working alongside the experts who are creating those innovations every day.

# Introduction / Scope

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



# Instructions to Respondents

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## ◆ Submission of Response

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

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

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

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Solicitation Name and Number: \_\_\_\_\_

Due Date and Time: \_\_\_\_\_

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
  
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
  
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  
- ◆ Warranty
  - Include each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Asset Recovery & Trade In
    - Detailed information as to proposed return policy on all equipment
  
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and

full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$25 - \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

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



# Evaluation Criteria


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

# Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>International Business Machines Corporation (IBM)</u>
Address	<u>1 New Orchard Road</u>
City/State/Zip	<u>Armonk, NY 10504-1722</u>
Telephone No.	<u>914-499-1900</u>
Fax No.	<u>914-765-7382</u>
Email address	<u><a href="http://www.ibm.com">http://www.ibm.com</a></u>
Printed name	<u>Eric Rice</u>
Position with company	<u>Public Sector Contracts Sales Manager</u>
Authorized signature	<u></u>

# NCPA Administration Agreement

This Administration Agreement is made as of December 7, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and International Business Machines Corporation (“Vendor”).

## Recitals

**WHEREAS**, Region 14 ESC has entered into a certain Master Agreement dated December 7, 2016, referenced as Contract Number 01-67, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Technology Solutions;

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

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

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

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

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

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

## General Terms and Conditions

- The Master Agreement, attached hereto and incorporated herein by reference, and the terms and conditions contained therein shall apply to this Agreement except as may be expressly changed or modified by this Agreement.
- The IBM Client Relationship Agreement (CRA) and the IBM Cloud Services Agreement (CSA) - for Cloud specific offerings are attached hereto and incorporated herein by reference, and the terms and conditions contained in said documents shall apply to this Agreement, except as may be expressly changed or modified by this Agreement
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract, i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

**Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive for two (2) years after the expiration of term of this Agreement.

**Fees and Reporting**

- Vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information, as listed in the example below:

**Vendor Name:**

**NCPA Reporting Quarter:**

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total \_\_\_\_\_

- All Purchase Orders provided to IBM from Public Agencies must reference the NCPA Contract number.

- The NCPA Contract number on the Purchase Order will serve to validate the eligibility of the sale amount reported, and validate the payment of the administrative fee based on the sale amount(s) reported.
- Vendor shall pay to NCPA a quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and services pursuant to the Master Agreement based upon the fee schedule
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment.

#### **General Provisions**

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


National Cooperative Purchasing Alliance (NCPA):

NCPA  
P.O. Box 701362  
Houston, TX 77007  
Attn: Matthew Mackel  
[mmackel@ncpa.us](mailto:mmackel@ncpa.us)  
Phone: 888-543-6515  
Website: [www.ncpa.us](http://www.ncpa.us)


International Business Machines (IBM) Corporation:

IBM Corporation  
1177 S. Belt Line Road  
Coppell, TX 75019  
Attn: Alan Ernst  
[aernst@us.ibm.com](mailto:aernst@us.ibm.com)  
Phone: 972-906-5045

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature   
Date December 7, 2016

**Vendor:** International Business Machines Corporation

Name: Eric Rice  
Title: Public Sector Contracts Sales Manager  
Address: 7100 Highlands Pkwy  
Smyrna, GA 30082  
Signature   
Date December 9, 2016

## **Master Agreement**

The IBM Client Relationship Agreement (CRA) and Cloud Services Agreement (CSA) provides the basis for the terms and conditions governing the purchase of products and services from IBM under this contract. The CRA and CSA are incorporated by reference and attached to the NCPA Administrative Agreement.

## **Customer Support**

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

## **Disclosures**

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement, except as otherwise allowed for and provided for under the laws governing the applicable public servant.

## **Funding Out Clause**

- If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the appropriate legislative body. If funds to effect such continued payment are not appropriated, Vendor agrees to take back any affected deliverables furnished under this Agreement, terminate any services supplied to the purchasing entity under this Agreement, and relieve the purchasing entity of any further obligation therefore. The purchasing entity agrees: 1) to make a best efforts attempt to obtain appropriate funds for payment under the Agreement; 2) that if such funding is not made available, deliverables shall be returned to the Vendor in substantially the same condition in which delivered to the purchasing entity, subject to normal wear and tear; and 3) to pay for packing, crating and transportation to Vendor's nearest facility and for reimbursement to the Vendor for expenses incurred for their assistance in such packing and crating (if applicable).

## **Shipments (if applicable)**

- Unless otherwise arranged between the purchasing entity and Vendor, all products shall be shipped within seven (7) business days after receipt of a valid purchase order, based on product availability, by a reliable and insured shipping company. If a product cannot be shipped within that time, Vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date.

## Tax Exempt Status

- Vendor shall include appropriate sales and use taxes as part of the invoice and as applicable to the purchasing entity.

## Payments

- The purchasing entity using the contract will make payments directly to the Vendor.

## Pricing

IBM Products and Offerings currently available through this contract include the following:

- IBM Hardware and Maintenance - Storage, Tape, and Servers
- IBM Software Products and Software Subscription and Support-Entitled Software Products
- IBM Cloud Offerings:
  - Infrastructure as a Service (IaaS)
  - Platform as a Service (PaaS)
  - Software as a Service (SaaS)
- IT Professional Services - fixed price and hourly rate services
- Value Added Product and Services Bundles:
  - Passive Optical Network (PON) Bundle
  - IBM AppleCare for Enterprise
  - IBM MobileFirst Managed Mobility services for Apple OS

Pricing for this contract will be based on a quantity of one, unless otherwise noted. Additional discounting may be available in accordance with the specific scope of the purchasing entities request and/or when promotions permit.

Pricing will only be adjusted by the mutual agreement of the parties.

- All pricing shall include the administrative fee to be remitted to NCPA by the Vendor. It is the Vendor's responsibility to keep all pricing up to date and on file with NCPA.
- For the IBM Cloud Offerings, the pricing on file with the NCPA is and will remain non-binding initial estimates, and should be used for guidance only. There are many scope variables associated with Cloud offerings that can result in the estimate being lower or higher. It is IBM's intent to work with the individual purchasing entity to offer a best and final price at a transactional level.



- For hardware and software orders, all deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing in the Transaction Document.

For Vendor services the pricing contained herein is exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

### **Warranty**

- Product and Service warranty is as provided for in the IBM Client Relationship Agreement or IBM Cloud Services Agreement.

### **Indemnity**

- Vendor shall indemnify and hold harmless Region 14 ESC, by defending its participants, administrators and employees from and against all third party claims for damages on account of any bodily injury to persons (including death), or damage to real property or tangible personal property for which Vendor is legally liable to that third party and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Vendor, provided that Region 14 ESC shall promptly notify Vendor in writing of the claim, and allow Vendor to control the defense and will cooperate with Vendor in the defense and any related settlement negotiations.

### **Certificates of Insurance**

- Certificates of insurance shall be delivered to the Public Agency, if required, prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The Vendor shall give the purchasing entity a notice prior to any cancellation of policies in accordance with the terms and conditions of the applicable policy provisions. The Vendor shall require all subcontractors performing any work to maintain coverage in accordance with Vendor's standard agreements with such subcontractors.

### **Legal Obligations**

- Vendor shall be aware of and comply with all local, state, and federal laws applicable to Vendor as a provider of information technology products/services under this contract.

### **Force Majeure**

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such

party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

### **Miscellaneous**

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of any final purchase order.
- Vendor will be reimbursed for any products and services Vendor delivers through the date of termination, as well as any reimbursable expenses Vendor incurs. Vendor may also seek reimbursement of any applicable adjustment or termination charges and for expenses Vendor incurs as a result of such termination (which Vendor will take reasonable steps to mitigate), all in accordance with the provisions of the contract.

### **Contract Administration**

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

- The contract term will be for one (1) year starting from the date specified on the

NCPA Administrative Agreement. The contract may be renewed for up to four (4) additional one-year terms, based upon the mutual agreement of the parties.

### **Contract Waiver**

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Products and Services additions**

- Products and Services may be added to the resulting contract during the term of the contract by written amendment duly executed by the parties, to the extent that those products and services are within the scope of the original RFP.

## Client Relationship Agreement

Using this agreement, Client may order Programs, Cloud and other Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products) available from IBM. Details regarding products, offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

### Programs

A **Program** is an IBM-branded computer program and related material available for license from IBM subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, IBM grants Client a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available from IBM for additional fees or under different terms. IBM does not grant unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

The license granted for a Program is subject to Client:

- a. reproducing copyright notices and other markings;
- b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

### Services - Cloud Services

A **Cloud Service** is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in an Attachment or TD called a Service Description. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.

When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. The term, including any renewal term, for a Cloud Service is described in an Attachment or TD.

IBM will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates.

An Attachment or TD may have additional Client responsibilities.

Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

### Data Protection for Cloud Services

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints IBM as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC). Except as otherwise specified in an Attachment or TD, IBM will treat content as confidential by not disclosing content other than to IBM employees and contractors for use only to the extent needed to deliver the Cloud Service. IBM will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format). Content is not subject to any separate confidentiality agreement between the parties.

The Attachment or TD for each Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service Client acknowledges that it meets Client's requirements and processing instructions. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from Client's last available backup copy in compatible format.

IBM may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services. IBM may transfer Client's personal data across country borders including outside the European Economic Area (EEA). A list of countries where content may be processed for a Cloud Service is available at [www.ibm.com/cloud/datacenters](http://www.ibm.com/cloud/datacenters) or as described in the Attachment or TD. A list of subprocessors is available upon request.

Upon request by either party, IBM, Client or their affiliates will enter into additional agreements required by law for the protection of personal data included in content such as the standard unmodified EU Model Clauses agreement pursuant to EC Decision 2010/87/EU with optional clauses

removed. The parties agree (and will procure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

IBM, its affiliates, and their third party suppliers may process, store, and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. Account data is all information (which may be further described in an Attachment or TD) about Client or its users provided to or collected by IBM (including through tracking and other technologies, such as cookies) which is processed in accordance with the IBM Online Privacy Statement available at [www.ibm.com/privacy/details/us/en/](http://www.ibm.com/privacy/details/us/en/).

### **Changes to Cloud Services**

IBM may modify a Cloud Service, without degrading its functionality or security features. Any change that affects the commercial terms (e.g. charges) of the Cloud Service will not be effective until the next agreed renewal or extension.

IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service.

### **Suspension of Cloud Services**

IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

### **Services – Other Services**

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and pay

termination or adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

### **Machines and Appliances**

A **Machine** is an IBM-branded device including its features, upgrades, and accessories. An **Appliance** is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. Additional charges may apply for IBM installation more than six months after shipment. Client must follow instructions provided to install Client set up Machines.

Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

### **Machine Code and Built in Capacity**

Machines may include **Machine Code (MC)** and **Built in Capacity (BIC)**. MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which may be subject to additional charges. Client agrees that all copies, fixes or replacements for MC will be obtained solely as authorized by IBM. IBM grants Client a nonexclusive license to use MC only (i) on the Machine for which IBM provided it, and (ii) to access and use BIC only to the extent paid for by Client, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at [http://www.ibm.com/systems/support/machine\\_warranties/machine\\_code/aut.html](http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html). BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Client agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides. Client may not alter, reverse assemble, reverse compile, translate or reverse

engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. While Client's license to MC is in effect, Client may transfer possession of the entire MC along with all of Client's rights and obligations only with corresponding transfer of the Machine and a hardcopy of this MC license, and only if the transferee agrees to the terms of this MC license. Client's MC license terminates immediately upon transfer. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

### **Warranties and Post Warranty Support**

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Warranty does not apply to Machines that Client did not allow IBM to install as required by the TD. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.

If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

**IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under the Agreement as-is,**

**without warranties of any kind.** Third parties may provide their own warranties to Client.

### **Charges, Taxes, Payment and Verification**

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under the Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Client.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order and pay for required entitlements (including associated S&S or maintenance) at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

### **Liability and Indemnity**

**IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.**

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and

tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

### **Termination**

Either party may terminate this agreement i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this agreement does not terminate TDs, and provisions of this agreement and Attachments as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms. IBM may terminate Client's license to use a Program or MC if Client fails to comply with the Agreement. Client will promptly destroy all copies of the Program or MC after either party has terminated the license.

### **Governing Laws and Geographic Scope**

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for Cloud Services, the laws of the state of New York, United States, to the Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

### **General**

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement,

the applicable confidentiality agreement is incorporated into, and subject to, this agreement.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this agreement may apply to many future orders, IBM may modify this agreement by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing accepted by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse; anti-bribery & corruption; and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

IBM Business Partners are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in Cloud, other Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes a product or service is not restricted.

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under the Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under

common control as Client or IBM and has signed a participation Attachment.

All notices under the Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

Agreed to:

**Client Company Name:**

By 

Authorized signature

Title: Director, Business Development

Name (type or print): Matthew Mackel

Date: December 7, 2016

Client number: 1432687

Enterprise number: \_\_\_\_\_

Client address: PO Box 701273

Houston, TX 77270

Agreed to:

**International Business Machines Corporation**

By 

Authorized signature

Title: IBM Public Sector Contacts Sales Manager

Name (type or print): Eric Rice

Date: December 9, 2016

Agreement number: \_\_\_\_\_

IBM address: 7100 Highlands Pkwy

Smyrna, GA 30082





Client participates in PA by submitting an enrollment form and an order, subject to acceptance by IBM. Client enrolls an initial Client site (referred to as the Originating Site) and may add additional authorized Client sites (referred to as Additional Sites). A site can be a physical location or organizational unit in Client's Enterprise and is designated through the PA enrollment process. For purposes of PA only (not for other products ordered under the CRA), Enterprise companies do not require a separate participation Attachment.

IBM identifies IBM Products and Non-IBM Products that are eligible for PA (called Eligible Products or EPs), and assigns each EP a point value.

**Relationship Suggested Volume Pricing (RSVP) and Suggested Volume Pricing (SVP)**

An RSVP level is determined by aggregating points for all EPs ordered during Client's PA Term (as described below). The point value of Client's initial EP order determines Client's initial RSVP level. Client may attain a higher RSVP Level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained, for the remainder of Client's PA Term. An SVP level is also calculated for each EP order, and is based on the point value for a single order. If the SVP level for a particular order is higher than Client's current RSVP level, the SVP level will apply to that order.

**RSVP/SVP Level Table:**

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

**PA Term**

The initial PA Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). The PA Term is a measurement period, not the contract duration. On the first day of the month following the end of the prior PA Term (the PA Anniversary), the next 12 month PA Term begins. For each PA Term after the initial PA Term, Client's RSVP Level is reset on the PA Anniversary, based on EP acquired by all participating Client sites during the prior PA Term. The RSVP Level for a new PA Term will not be lowered by more than one level below Client's RSVP level at the end of the prior PA Term. However, if Client does not place any new PA orders (or have outstanding quotes) for any Originating or Additional Sites for a 2-year period and allows S&S on Programs previously ordered under PA to lapse, Client's RSVP level will be reset and Client's prior points will not be taken into account in establishing a new RSVP level. Client may be required to re-enroll in PA.

**S&S and Selected Support**

Selected Support may be available for certain IBM non-warranted programs and Non-IBM Products, until withdrawn. S&S and Selected Support include assistance with routine, short duration installation and usage questions. Selected Support does not include new versions, releases, updates, restrictions or bypasses, however assistance with designing and developing applications may be available, although additional charges may apply. Like S&S, annual Selected Support automatically renews at then current charges unless Client elects to discontinue Selected Support. If S&S or Selected Support for a version or release is withdrawn by IBM, Client must upgrade to a supported version or release to continue receiving support. If Client renewed support prior to notice of withdrawal, IBM may either continue to provide support until the end of the current term or provide Client a prorated refund.

If Client elects to continue S&S or Selected Support, Client must maintain it for all program uses and installations at a Client site. If Client requests to renew expiring S&S at a lesser quantity of program uses and installations than the expiring quantity, Client must provide a report that verifies current program usage and installation, and may be required to provide other compliance verification information.

If Client allows S&S or Selected Support to lapse, Client may no longer access any associated benefits for that Client Site, including fixes, releases, versions or other materials that were available but not installed prior to the lapse. After the lapse, reinstatement charges at then current rates will apply, and renewal pricing will not be available.

**Sub-Capacity Usage**

IBM designates certain EPs as eligible for sub-capacity usage. Sub-capacity usage is based on the machine's processor capacity made available to the EP as measured by a tool that IBM provides.

To qualify for sub-capacity usage, Client must: 1) install and configure IBM's license management tool within 90 days of first use in an eligible environment, 2) run the tool continuously after installation and promptly install any tool updates, 3) generate system reports quarterly using the tool, retain them for at least two years, provide them to IBM upon request, and adhere to the compliance verification requirements in the CRA, and 4) meet IBM's operating system, processor technology, and virtualization environment requirements for sub-capacity usage. Client may not modify, alter, circumvent or interfere, by any means, with the tool or the output it generates. Exceptions to running the tool may be available if Client's environment meets certain qualifications established by IBM. If Client does not comply with the sub-capacity usage qualifications, charges based on full capacity of the machine will apply.

**Fixed Term, Token and Monthly Licenses**

IBM designates certain EPs as Fixed Term Licenses (FTLs), Token Licenses (TLs), or Monthly Licenses (MLs). The license term for an FTL, TL or ML is specified in a TD and begins on the date Client's order is accepted by IBM. The term for an FTL or TL automatically renews at then current charges, unless Client provides written notice of termination

prior to expiration of the term. For an ML, Client selects a renewal option at the time of order. IBM assigns a Token value to each EP available for TL. If Client selects TL for one or more EPs, Client must acquire sufficient Tokens to support Client's peak concurrent use of those of EPs.

### **CEO Product Categories**

Collections of EPs may be offered by IBM on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Client's first (primary) CEO Product Category, Client must acquire licenses for all users in their Enterprise who have been assigned a machine capable of accessing any Program in the CEO Product Category. For each additional (secondary) CEO Product Category, Client must meet the applicable minimum initial order quantity requirement.

All client access Programs (used on an end user device to access a Program on a server) must be acquired from the same CEO Product Category as the server Program they access.

### **Trade-ups**

IBM may designate certain Programs as eligible for Trade Up at a reduced charge, if used to replace a specified Program or Non-IBM Product. To qualify, Client must terminate use of and uninstall the replaced product.

### **Relationship to CRA and Compliance Verification**

Client's participation in PA is subject to the CRA. As an example, Client's usage of and payment for EPs, including S&S and maintenance, sub-capacity, FTL, TL, ML, CEO Product Categories, Trade Up, and other metrics, are subject to the compliance verification obligations in the CRA.

Client is responsible for retaining adequate records. If Client's records are inadequate to determine S&S or Selected Support charges, IBM's charges for any excess usage will include two years of associated maintenance and S&S or Selected Support.

### **General**

With the exception of certain Programs that IBM designates as platform or operating system specific, Client may install and use Programs in any available national language for any platform or operating system available from IBM, up to Client's authorizations.

IBM may pro-rate charges for S&S, Selected Support, FTL, TL of six months or more, or other charges, to align with Client's PA Anniversary.

IBM may add or delete EPs (including in CEO Product Categories), change point values, or add or withdraw a license metric for an EP at any time. Changes apply only to new orders and renewals.

**Non-IBM Products available under PA are provided by IBM as-is, without warranty of any kind.** Third parties provide and license products and services directly to Client under their own agreements.

An EP may contain technical measures that disable or restrict its use after the end of a term or in excess of authorizations.

# Cloud Services Agreement

Using this agreement, Client may order Cloud Services. This agreement and applicable Attachments and Transaction Documents (TDs) are the complete agreement (Agreement) regarding transactions under this Agreement.

## Cloud Services

A Cloud Service is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in an Attachment or a TD, such as a Service Description. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for the Cloud Service. When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. The term, including any renewal term, for a Cloud Service is described in an Attachment or TD.

IBM will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates. An Attachment or TD may have additional Client responsibilities.

Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in an Attachment or TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

## Data Protection

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints IBM as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC). Except as specified in an Attachment or TD, IBM will treat content as confidential by not disclosing content other than to IBM employees and contractors for use only to the extent needed to deliver the Cloud Service. IBM will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format).

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in the Cloud Service and grants IBM permission to do the same. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

The Attachment or TD for each Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service Client acknowledges that it meets Client's requirements and processing instructions. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from the last available backup copy in compatible format.

IBM may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services. IBM may transfer Client's personal data across country borders including outside the European Economic Area (EEA). A list of countries where content may be processed for a Cloud Service is available at [www.ibm.com/cloud/datacenters](http://www.ibm.com/cloud/datacenters) or as described in the Attachment or TD. A list of subprocessors is available upon request.

Upon request by either party, IBM, Client or their affiliates will enter into additional agreements required by law for the protection of personal data included in content, such as the standard unmodified EU Model Clauses agreement pursuant to EC Decision 2010/87/EU with optional clauses removed. The parties agree (and will procure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

IBM, its affiliates, and their third party suppliers may process, store and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. Account data is all information (which may be further described in an Attachment or TD) about Client or its users provided to or collected by IBM (including through tracking and other technologies, such as cookies) which is processed in accordance with the IBM Online Privacy Statement available at [www.ibm.com/privacy/details/us/en/](http://www.ibm.com/privacy/details/us/en/).

## Changes

IBM may modify a Cloud Service, without degrading its functionality or security features. Any change that affects the commercial terms (e.g. charges) of the Cloud Service will not be effective until the next agreed renewal or extension.

IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service.

Since this agreement may apply to many future orders, IBM may modify this agreement by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing Cloud Services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both parties. If

there is a conflict, an Attachment or TD prevails over the terms of this agreement.

### **Warranties**

IBM warrants that it provides Cloud Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD. The warranty for a Cloud Service ends when the Cloud Service ends.

**IBM does not warrant uninterrupted or error-free operation of a Cloud Service or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM services are sold under the Agreement as-is, without warranties of any kind.** Third parties may provide their own warranties to Client.

### **Charges, Taxes, and Payment**

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under the Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

### **Liability and Indemnity**

**IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.**

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Service acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included

in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based on non-IBM products and services, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, or specifications.

### **Termination**

IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Either party may terminate this agreement: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this agreement does not terminate TDs, and provisions of this agreement and Attachments as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms.

### **Governing Laws and Geographic Scope**

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and non-IBM products and services.

Both parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

### **General**

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responsible for their actions, omissions, statements, or offerings.

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The Agreement applies to IBM and Client and their respective Enterprise companies who avail themselves of the Agreement. The parties shall coordinate the activities of Enterprise companies under the Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control with Client or IBM and has signed a participation Attachment.

All notices under the Agreement must be in writing and sent to the address below, unless a party designates in writing a

different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

# Vendor Questionnaire

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

## States Covered

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

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

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> American Somoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

### Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an MWBE or HUB certified.
  - Minority / Women Business Enterprise
    - Respondent Certifies that this firm is a M/WBE
  - Historically Underutilized Business
    - Respondent Certifies that this firm is a HUB

This section is not applicable to IBM. IBM does, however, on an on-going basis seek out and engage M/WBE and HUB firms to help implement and provide assistance on contracts as subcontractors. If awarded, IBM would consider doing the same with the implementation of this contract.

### Residency

- Responding Company's principal place of business is in the city of Armonk, State of New York

### Felony Conviction Notice

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - Is not owned or operated by anyone who has been convicted of a felony.
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

### Distribution Channel

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Authorized Distributor
  - Value-added reseller
  - Certified education/government reseller
  - Manufacturer marketing through reseller
  - Other

As a part of our submission, IBM proposes the use of certified IBM Business Partners to better cover the wide range of NCPA members and Region 14 ESC. IBM will identify and define the Business Partner programs available for use and will seek the individual approval of NCPA members for the use of Business Partners in their specific areas. Approved Business Partners and instructions on how to utilize those Partners will be listed on IBM's web site for this contract.

# Vendor Profile

Please provide the following information about your company:





- Company’s official registered name.

International Business Machines Corporation (IBM)







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

## IBM History

A simple mission drives IBM: We strive to lead in the creation, development, and manufacture of the industry’s most advanced information technologies. The following figure shows the highlights of our corporate history:

IBM History Overview		
1911 1924	Incorporated: The Computing-Tabulating-Recording Company (C-T-R). C-T-R became International Business Machines Corporation	
1910s to 1960s	From punch-card tabulating machines to room-sized calculators to mainframe computing systems for large enterprises, we changed the nature of account, calculation, and basic back-office business processes. All early computer purchases included consulting. In addition, IBM was heavily involved in the NASA Apollo missions, providing computers for multiple ground locations and designing the guidance system for the famed Saturn V rocket that propelled humans to the Moon.	 
1970's to 1980s	IBM product line broadens from mainframes to minicomputers and personal computers, and applications move beyond back-office enterprise to departmental operations and personal productivity. Government space and military projects. Reintroduction of IBM Services into the commercial market.	
1990s	First large-enterprise IT outsourcing contract. IBM Global Services formed. With the Internet and open standards, the network computing model is embraced and advanced and IBM coined “e-business” to describe how network computing can transform core business functions and transactions.	
2000s	Introduction of a new generation of Servers – eServer for meeting demand of “e-business”. A shift from commodity hardware to solutions for our customers – acquisition of PricewaterhouseCoopers Consulting and divestiture of IBM PC Business. A transition in leadership – Sam Palmisano is elected president, CEO, and Chairman of the IBM board.	



IBM History Overview		
2010	<p><i>Smarter Planet – Smarter Cities – Cloud Computing – Energy and the Environment</i></p> <p>Automating rail systems – Helped Russian Railways move 1.3 billion passengers and freight more efficiently. Modernizing Government – Help New York State save nearly \$4 billion preventing tax fraud with advanced analytics. Reinventing transportation – Helped speed development of GM’s Chevrolet Volt electric vehicle with sophisticated design and simulation software. Raising Healthcare Standards – Stream computing technology and advanced analytics research at the University of Ontario Institute of Technology are used to monitor the health of premature babies at the Hospital for Sick Children, Toronto.</p>	 
2011	<p><i>Celebrating 100 years of Innovation...</i></p> <p>For 100 years, IBM has transformed industries and advanced the world’s most critical systems. Today, IBM is leading shifts to enterprise cloud computing and building highly optimized systems like Watson, able to understand and analyze natural language.</p>	
2012	<p><i>Twenty years of patent leadership</i> – IBM topped the US patent list for the 20<sup>th</sup> consecutive year in 2012. The company’s inventors received a record 6,478 patents in 2012 for a range of inventions that will enable advancements across key domains, such as analytics, Big Data, cyber security, cloud, mobile, and a new era of cognitive computing systems.</p>	
2013	<p>In 2013, IBM is the leader in enterprise cloud services, a position we have enhanced through \$7 billion in investments to secure 15 acquisitions, and most notably SoftLayer (acquired 2013). IBM surpasses all major competitors in technology, security, flexibility, and pricing for a rapidly growing roster of 30,000 client engagements. In 2013, IBM achieved year-over-year growth of 69 percent in mobile, 19 percent in security, and 45 percent in social business. We invested \$6.2 billion in R&amp;D, while earning the most US patents for the 21<sup>st</sup> straight year.</p>	
2014	<p>Together, cloud, analytics, mobile, social, and security represented 27 percent—\$25 billion—of IBM’s revenue in 2014, and IBM inventors generated more than 3,000 patents in these areas. During 2014, we invested \$1 billion to accelerate commercialization of IBM Watson and create IBM Watson Analytics, bringing cognitive computing to more clients and partners in more industries. New partnerships were formed, including further scaling our global IBM Cloud with SAP and Tencent, bringing mobility to the enterprise with Apple, and delivering a new category of Big Data to business with Twitter.</p>	

We are focused on leveraging advanced technologies into tangible business value for you, using the experience and expertise of our worldwide, world-class services professionals, all of whom share values closely aligned with NCPA’s values.

In business for over 100 years, International Business Machines Corporation (IBM) is a widely held, publicly traded company listed on the New York Stock Exchange. Originally called the Computing Tabulating Recording Company, it was incorporated in the State of New York in 1911 and manufactured products ranging from the commercial scale and industrial time recording equipment to tabulators and punched cards. It was renamed International Business Machines Corporation (IBM) in 1924.

Today, IBM is one of the world’s largest information technology and services consulting firms with corporate headquarters at New Orchard Road in Armonk, New York. Virginia M. (Ginni) Rometty is its Chairman, President, and Chief Executive Officer.

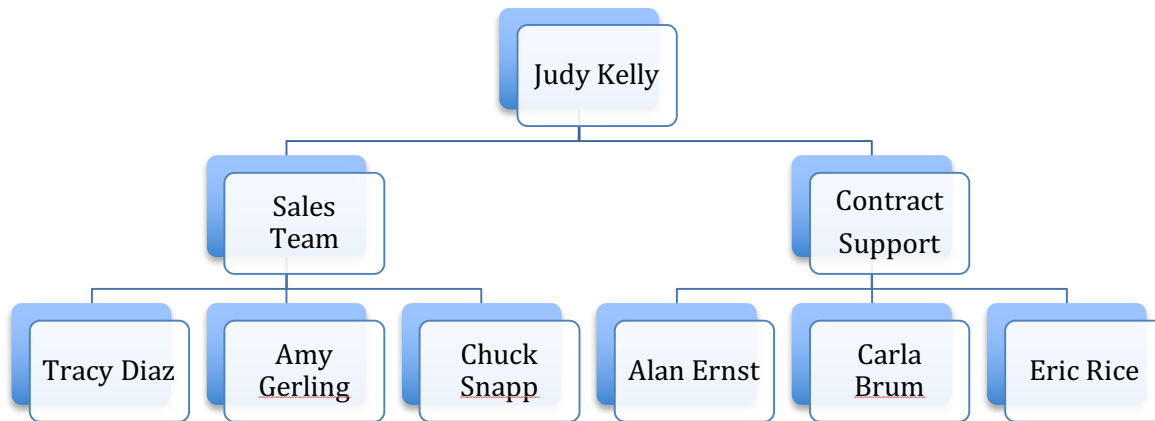
With revenue of \$92.8 billion in 2014, IBM ranks 24 on the 2015 Fortune 500 list, employs approximately 380,000 employees worldwide, and serves customers in more than 175 countries. For more information, please visit our website at <http://www.ibm.com>.

- [Company’s Dun & Bradstreet \(D&B\) number.](#)

The IBM Dun and Bradstreet number is 00-136-8083.

- [Company’s organizational chart of those individuals that would be involved in the contract.](#)

This IBM organizational chart focuses on the IBM team that will be working with this contract from a regional and national perspective.



Detailed Contact Information:

Name, Title, Email	Address	Phone
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Eric Rice Public Sector Contracts Sales Manager <a href="mailto:erice2@u.ibm.com">erice2@u.ibm.com</a>	7100 Highlands Pkwy, Smyrna, GA 30082	770-863-1572
Tracy Diaz Client Executive, Texas Public Sector	400 W. 15 <sup>th</sup> street Suite 1200, Austin, TX 78701	512-473-8194

Name, Title, Email	Address	Phone
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Amy Gerling Software Sales Leader, Texas Public Sector <a href="mailto:athomas@us.ibm.com">athomas@us.ibm.com</a>	3001 Teak Hawk Cove, Austin, TX 78746	512-658-1170
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Judy Kelly Vice President, Government and Education <a href="mailto:jakelly@us.ibm.com">jakelly@us.ibm.com</a>	4445 Hycliffe Drive, Troy, MI 48098	248-552-4636

- Define your standard terms of payment.

Invoices are due upon receipt and payable within thirty (30) days of the invoice date, as stated in the IBM Client Relationship Agreement. IBM Global Finance (lease) invoices utilize the same payment terms. In all cases, the payment due date is shown on the bottom of the invoice.

- Who is your competition in the marketplace?

The company is a globally integrated enterprise, doing business in more than 175 countries. The company participates in a highly competitive environment, where its competitors vary by industry segment, and range from large multinational enterprises to smaller, more narrowly focused entities. Overall, across its business segments, the company recognizes hundreds of competitors worldwide.

Across its business, the company's principal methods of competition are technology innovation; performance; price; quality; brand; its broad range of capabilities, products, and services; client relationships; the ability to deliver business value to clients; and, service and support. To maintain leadership, a corporation must continue to invest, innovate, and integrate. The company has been executing a strategy to transform its business, including shifting to higher value market segments and offerings and increasing its capabilities through organic investments and strategic acquisitions. As the company executes its strategy, it enters new markets, such as smarter planet and business analytics, which exposes the company to new competitors. Overall, the company is the leader or among the leaders in each of its business segments.

- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations

IBM does not release financial information broken out as requested. The level of financial detail available can be found in our annual report. You can find the annual report, along with all other publicly released information on IBM finances, at the following URL:  
<http://www.ibm.com/annualreport/>.

- **What differentiates your company from competitors?**

IBM offers the broadest suite of building blocks in the industry to enable all types of technology deployments including rapid deployments. IBM is uniquely positioned to provide clients with an end-to-end solution portfolio that includes the following advantages:

- Our global breadth enables us to call on specialized resources in a timely fashion and use the industry's largest knowledgebase. Our structured, yet flexible, implementation methodology is well honed through repetition and experience, and enables us to deliver complex projects on time and within budget.
- Our wealth of industry knowledge through specialization yields a comprehensive understanding of how technology is a competitive advantage in the marketplace and how technology influences an enterprise's core business processes.
- IBM was granted 7,3554 patents in 2015, the 23<sup>rd</sup> consecutive year IBM has topped the annual list of US patent recipients — and the fifth year in a row of more than 6,000.
- Our experience in completing hundreds of customer engagements to deploy technology in their environments.
- Our service infrastructure and industry-leading support provides the right level of assistance for many situations, including from 24x7 central help desk support to onsite skilled resources.

- **Describe how your company will market this contract if awarded.**

IBM currently has an NCPA contract that was awarded in 2012 and renewed in 2014. At that time we brought together a team of highly skilled and talented sales and marketing professionals to assist in notifying our clients about this new partnership. In our initial rollout we engaged in a campaign that included Web, email, Phone and Social Media activities. It is our intent to use a similar rollout format if awarded a new contract.

#### Web

- Added our NCPA contract award to IBM's customized State of Texas Public Sector Web Portal
- Developed a specific NCPA website page to showcase offerings and pricing
- Provided links to IBM Product Offerings for customer education
- Listed IBM Key Contacts for assistance

#### Email Campaign

- Email clients to announce IBM contract award (to be sent at time of new contract award)
- Description of available Services and Products available via this contract award
- Periodically notify clients of available promotions

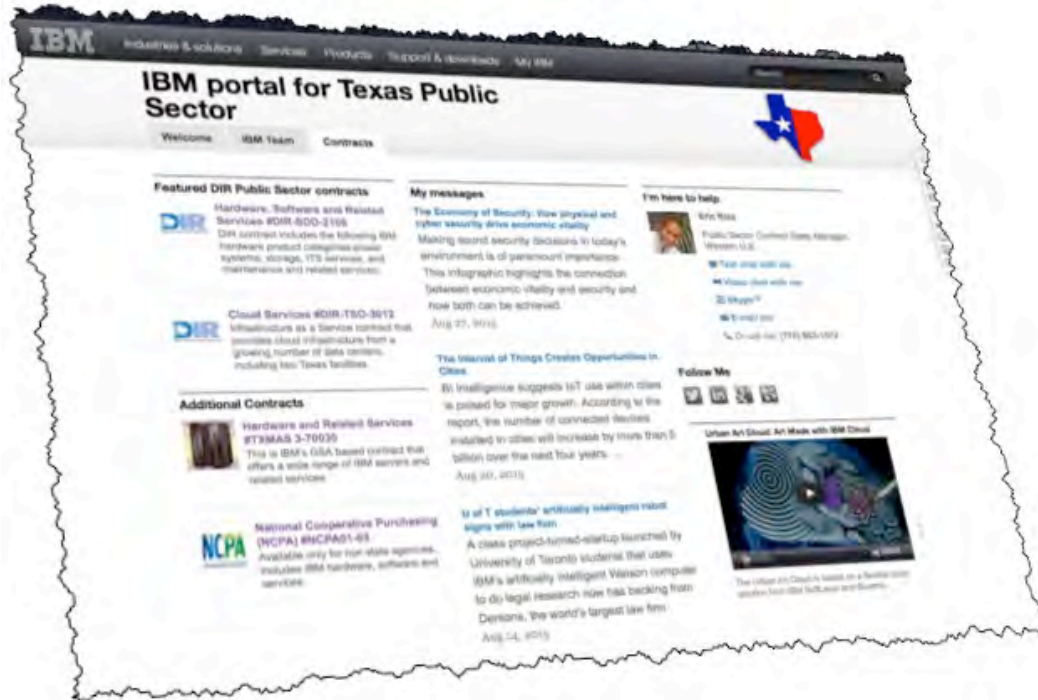
#### Phone

- Educate clients on benefits of the contract during client calls

#### Social Media Messages

- Post and Tweets to LinkedIn and Twitter and other sites on a regular basis to create client awareness and reinforce the benefits of using public sector cooperative purchasing agreements

Screenshot of IBM's current State of Texas Web Portal:



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

As with our previous NCPA contract award, IBM will use multiple internal notification methods to announce a new contract award and promote the use of this extremely flexible purchase vehicle to state, local government and education accounts. Among, but not limited to, we will:

1. Email notification to IBM Public Sector Sales Executives across the United States with intent to cascade to all public sector sellers
2. Scheduled internal informational /orientation webcast/conference call for extended sales teams
3. Promote the contract award via internal blogs that focus on IBM public sector teams

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

### Web Presence

IBM provides our public sector clients with a secure and personalized web site. These sites give our customers access to IBM product information, service and support. In addition an electronic on-line catalog is available for many IBM products and services. IBM also provides an experienced Web and e-Procurement team in place to assist NCPA members.

Specific highlights include:

- Personalized agency welcome page and customized order authorization levels
- Solution selection:
  - Customized product catalog
  - Your agency-specific prices
  - Products that can be browsed by category with comparison capability
  - Fast path to the most-frequently purchased solutions
  - On-line configuration validation
- Order Direct and track in real time – for orders placed via web or telephone
- Easy access to assistance:
  - Interactive help
  - IBM contact information for your associated support team
  - Self-service support tools (eTools)
  - 24 x 7 Help Desk in 21 languages globally

#### e-Commerce

B2B is the integration of a buyer's electronic procurement system and a vendor's (IBM) fulfillment system. B2B is different than a web site or extranet interface. With B2B, the purchase of products from IBM is seamless; customers purchase directly from IBM via their internal electronic procurement system. e-Procurement integration provides a substantial increase in process efficiency and information accuracy while reducing the overall cost of doing business.

Currently, IBM supports the following ISV's e-procurement applications:

- Ariba Enterprise Spend Management
- Oracle iProcurement
- PeopleSoft Enterprise eProcurement
- SAP Enterprise Buyer Professional
- Commerce One Supplier Relationship Management

In addition, IBM can interact with e-procurement systems using commerce eXtensible Markup Language (eXML), electronic data interchange (EDI), XML Common Business Library (xCBL), or Catalog Interchange Format (CIF) protocols. Flat-file formats are supported as well.

By establishing a B2B eProcurement connection with IBM, you can research IBM products and services, view entitled pricing and make purchases through a secure Web connection. IBM is compatible with leading eProcurement solutions and supplier networks such as Ariba, SAP and Oracle, or our specialists can also help create a customized solution for your needs.

e-Procurement: Key Features Include:

IBM's B2B eProcurement capabilities include:

- Tailored product catalogs with multi-language and multi-currency support
- Online product customization, so you can get the options you need with your IBM products

- Preconfigured technology solutions that adhere to your agency's standards
- Automated order entry that speeds up the order process and reduces errors
- Electronic order status and advance shipment notification that provides you the important information you need in real-time
- Powerful electronic integration that can include electronic invoicing and electronic payments
- Support for multiple payment options including purchase orders, leasing and procurement cards
- Coverage in more than 160 countries

e-Procurement: Key Benefits Include:

Speed up your procurement processes and increase management and control over spending throughout your organization. This channel allows you to become more efficient by enabling you to research and purchase products and track orders around the clock. And because IBM's B2B eProcurement integration is based on industry standards, it can work with the eProcurement processes you already have in place.

Specifically, IBM B2B eProcurement can help your agency achieve:

- **Faster cycle times:** Electronic order processing speeds up the procurement process, so you get products faster
- **Convenient electronic ordering:** With customized catalogs, you can get information about IBM products and place orders whenever you like
- **Centralized spending controls:** Our electronic systems can help eliminate maverick spending and can help maintain compliance with your approval processes and IT standards
- **Lower costs and improved efficiency:** When your staff spends less time on procurement, you can save money and increase productivity
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Support Line is available during normal business hours in North America; Prime Shift, Monday through Friday, excluding IBM and national holidays. Support coverage for customer's mission-critical problems is available 24 hours per day, 7 days per week, in the base support contract. The phone number for the Support Line is 1-800-IBM-SERV.

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

IBM's corporate environmental policy was first established in 1971. The policy commitment has been supported by a comprehensive global environmental management (EMS) which includes corporate environmental directives that apply to the company's operations and activities worldwide. The EMS includes requirements and programs across IBM's intersections with the environment, including (among others):

- Energy Conservation and Climate Protection
- Resource Conservation
- Product Stewardship
- Pollution Prevention
- Chemical and Waste Management
- Audits and Assessments
- Reporting and Disclosure
- Environmental Requirements for and Environmental Evaluation of Suppliers

This global EMS enabled IBM to earn a single global registration to ISO 14001 in 1997.

IBM has maintained a strong Environmental Management System for over 30 years supporting our corporate policy, the first of which was issued in 1971. This policy along with requirements listed below defines the core elements of IBM's EMS. To identify and effectively manage the potential environmental impact of IBM's operations, IBM established and has maintained a strong worldwide environmental management system (EMS) for decades. It is a vital element in the company's efforts to achieve results consistent with environmental leadership.

At a corporate level, we also now, as of July 2012, have certification to ISO 50001 Energy Management Systems. With the issuance of the ISO 50001 standard on energy management systems by the International Organization for Standardization in June 2011, IBM set forth a strategy to achieve certification of its energy management program against the requirements of the standard as an integral component of its Global EMS. This approach recognizes and leverages the fact that IBM's existing Global EMS addresses both environment and energy management. This achievement is yet another validation of the robustness of IBM's Global EMS, and a reaffirmation of the company's belief that an effective management system enables consistent global execution of requirements and continual improvement.

### **Corporate Policy and Instructions**

IBM's environmental affairs policy provides the strategic framework for the company's environmental management system and environmental affairs objectives. These objectives address areas such as workplace safety, the conservation of energy and other natural resources, environmental protection, and the development and manufacture of environmentally conscious products. This policy is supported by corporate instructions, practices and standards that govern IBM's worldwide operations and are basic to its environmental management programs. These documents cover areas such as chemical and waste management, energy management, environmental evaluation of suppliers, product stewardship, incident prevention and reporting, and environmental impact assessment for real estate transactions.

### **Responsibilities and Integration**

IBM's EMS involves IBM employees across all of its business units in the company's commitment to leadership in environmental affairs. Its structure and programs are designed to integrate environmental considerations throughout the company's operations. IBM's corporate environmental affairs staff is responsible for establishing the company's worldwide environmental affairs strategy, the EMS requirements, and for monitoring its implementation. The company's environmental programs are implemented by professionals at manufacturing, development and research sites around the world. Local performance is overseen by



environmental staff at headquarters of major IBM geographic organizations. Within operating units, IBM employees serve as team leaders for environmental affairs. This ensures that their organizations coordinate with other functions on interrelated activities affecting environmental issues and programs. Further, each of the groups responsible for product design and hardware development have a person assigned who has the responsibility to integrate product stewardship objectives into the design and development of IBM products and solutions. IBM executives are responsible for the safety and environmental performance of their organizations. All employees are required by corporate policy and by the company's Business Conduct Guidelines to comply with environmental laws and with IBM's own environmental, health and safety programs. Environmental performance and programs are reviewed by the IBM Board of Directors committee responsible for corporate governance.

### **Monitoring and Measuring Effective Implementation of the EMS**

IBM employs a variety of mechanisms to monitor and measure the effective implementation of its EMS requirements. See Audits section for further information.

Further information on our Environmental Management System can be found at:

<http://www.ibm.com/ibm/environment/ems/>

### **Certification**

In 1997, IBM became the world's first major multinational to have earned a single worldwide registration to the ISO 14001 Environmental Management System (EMS) standard. The registration covered IBM's manufacturing, product design and hardware development operations across its business units worldwide. IBM was able to earn its single worldwide registration to ISO 14001 because of its long-standing global EMS. IBM has since expanded its global ISO 14001 registration to include its chemical-using research locations and several country organizations, covering their non-manufacturing locations. Some business functions have also obtained ISO 14001 certification. The ISO 14001 EMS standard is a voluntary international standard that identifies the elements of an EMS needed for an organization to effectively manage its impact on the environment. Its objective is to integrate the EMS with overall business management processes so that environmental considerations are a standard part of business decisions. Applied to all its manufacturing and hardware development operations globally, IBM's EMS fosters common solutions, continual improvement and worldwide consistency. The result is a more effective and efficient EMS. The single registration also ensures that IBM executes the same EMS no matter where in the world it does business.

Under IBM's single global registration, approximately 20 sites or registered entities are audited annually on a sampling or rolling basis by Bureau Veritas Certification North America, IBM's ISO 14001 registrar. These audits of IBM's EMS include sampling and verification of the implementation of IBM's internal requirements, monitoring and measurement as reported through the self-assessment program, energy master plans, and in the Environmental Performance Database, and other tools used to provide the information for IBM's annual environmental and corporate responsibility reporting and for management review.

Further information on IBM and ISO 14001 can be found at:

<http://www.ibm.com/ibm/environment/iso14001/>

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services

including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

IBM maintains these major ISO standards certifications: ISO 9001, ISO/IEC 12207, ISO/IEC 15504, ISO 14001, ISO 27001, and ISO 20000. Of the more than 16,000 standards that are monitored by the International Organization for Standardization (ISO), the one that is recognized by companies worldwide as being synonymous with “quality” is ISO 9001. Registering to this standard is a key part of doing business in today’s global marketplace. The ISO 9001 standards establish the criteria for measuring, monitoring, and assessing IBM’s Quality Management System (QMS). IBM has a rigorous internal audit program, which regularly validates our compliance to QMS and to the ISO 9000 standard.

# Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
  - **Server Systems**
    - Server Software
    - Server Solutions
    - Storage Systems
    - Storage Software
    - Storage Solutions
    - Storage Services
  - **Mainframe Systems**
    - Mainframe Solutions
    - Mainframe Services
  - **High Performance Computing Solutions**
    - Workload and Resource Management
    - Managed Services
  - **Software License, Subscription and Support**
    - Analytics Software, Services and Solutions
    - Software as a Service – SaaS
  - **Infrastructure as a Service – IaaS**
  - **Platform as a Service – PaaS**
    - Cloud Services and Solutions
    - Mobile Solutions
  - **Security Products, Services and Solutions**
  - **Cognitive Computing Technologies and Solutions**

## IBM Response

It is our intent to make the following IBM Products and Offerings available through this contract:

- IBM Hardware and Maintenance – Including, but not limited to IBM z Systems (mainframe), Power Systems (AIX, Linux) Servers, as well as IBM Storage, Tape offerings.

- IBM Software Products and Software Subscription – including Software as a Service (SaaS) and Support-Entitled Software Products
- IT Professional Services – fixed price and hourly rate services
- IBM Cloud Portfolio – including, but not limited to our offerings for Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Cloud Managed Services (CMS), Cloud Professional Services (CPS), as well as Cloud Object Storage Services

## **Products (Servers and Storage) and Services**

IBM is a large, globally integrated corporation with significant activities in almost every aspect of the information technology business in almost every free country in the world. IBM is in the business of helping customers solve problems through the use of advanced information technologies. The company operates primarily in the single industry segment that creates value by offering services, software, systems, products, and technologies.

IBM provides service information technology in the design, development, and delivery of a range of hardware, software, services, and maintenance offerings. IBM is a manufacturer of state-of-the-art, compatible and reliable hardware and software.

### **Helpful Links for :**

Server Systems

Server Software

Server Solutions

<http://www-03.ibm.com/systems/power/>

Storage Systems

Storage Software

Storage Solutions

Storage Services

<http://www-03.ibm.com/systems/storage/>

Mainframe Systems

Mainframe Solutions

Mainframe Services

<http://www-03.ibm.com/systems/z/>

High Performance Computing:

<http://www-03.ibm.com/systems/power/hardware/hpc/>

## IBM Software Products and Subscription

Passport Advantage® (PA) and Passport Advantage Express (PAE) are comprehensive IBM programs that use a common set of Agreements, processes and tools. Eligible products available under the Agreements include software licenses, both One Time Charge and Fixed Term, Software Subscription and Support (SS&S), plus IBM Appliances and IBM Software-as-a-Service (SaaS) offerings.

### Helpful Links for :

Analytics Software, Services and Solutions

<http://www.ibm.com/analytics/us/en/?lnk=ushpv18c1&lnk2=learn>

Mobile Solutions

<http://www.ibm.com/mobilefirst/>

Security Products, Services and Solutions

<http://www-03.ibm.com/security/>

Cognitive Computing Technologies and Solutions

<http://www.ibm.com/watson/?lnk=ushpv18c6&lnk2=learn>

## Cloud Offerings

For our response to this RFP, here are the IBM cloud offerings listed by sub-segment, a description of the offering and the value that the offering provides a participating state:

Sub-segment	Product and offerings	Description	Value to NCPA Members
IaaS	SoftLayer	Self-service IaaS for x86 Windows/Linux that provides public, private, and bare metal infrastructures. We provided both commercial and FEDRAMP solutions and pricing	Cost-effective platform for running a variety of workloads from public workloads to high compliance workloads that require unique configurations that are supported on bare metal instances.
	Cloud Managed Services (IaaS)	Managed IaaS for x86 Windows/Linux and AIX.	Meets need for fully managed cloud IaaS through OS level.
	Cloud Managed Service (System z)	Managed IaaS for System z (zOS and zLinux).	Unique managed cloud platform for running System z mainframe applications.
	Blue Box	Managed Openstack private cloud that can run on-premise on x86 hardware or off-premise on	Cost-effective, integrated, managed private cloud platform built off of open technology

		SoftLayer.	standards.
	IBM Cloud Object Storage Service	Managed Object Storage as a service that can be run on-premise, off-premise in Softlayer or a hybrid of the two	Lower-cost, highly available and secure cloud object storage environment for archiving and storing documents, large datasets and other data.
PaaS	Bluemix	DevOps PaaS built on Open Foundry platform with a palette of 100+ services for building composable web and mobile applications for public, dedicated and local environments.	Provides access to 100+ services including Watson services, IoT services, database, and transaction management services from IBM and non-IBM sources using the open technology Cloud Foundry platform for building innovative applications born on the cloud or that are hybrid and can connect to legacy systems.
	IBM Cloud for SAP	Managed PaaS for SAP applications built on top of our Cloud Managed Services platform.	Delivers a cloud platform that is managed through the application level for SAP applications and technologies like HANA.
	IBM Cloud for Oracle	Managed PaaS for SAP applications built on top of our Cloud Managed Services platform.	Delivers a cloud platform that is managed through the application level for Oracle applications and technology.
SaaS	Various SaaS applications	Multiple SaaS applications in business process management, data management, analytics, and IT operations management.	Providing quick access to software technology that can scale up and down with the demand for the function it provides.

### Why IBM?

IBM has multiple cloud offerings in IaaS, PaaS, and SaaS that are designed to meet the different requirements that states have, enabling choice with consistency of key components so that skills and technologies can be used across public, private, and local cloud environments. IBM’s years of expertise in developing strong, secure, and reliable technologies is built into these technologies to help you develop an industrial-strength hybrid cloud.

Over the last century, IBM has pursued a series of technological opportunities that have transformed our business. Cloud computing is proving to be an opportunity to create change through IT resources and service delivery, while influencing how organizations conduct business. IBM’s capabilities assist state and local governments in developing effective strategies using cloud technologies and provide the resources and components to build and run an effective private or hybrid cloud, while extending support to external cloud services to use for IaaS or PaaS environments. IBM Cloud has proven its potential to combine substantial cost savings, flexibility, and efficiency to help government organizations better serve their citizens. With the IBM Cloud, NCPA and its members can expect the same.

## Value Added Products and Services

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

IBM's current NCPA contract includes a number of product offerings and services that are not included in the scope of this RFP. However, IBM proposes that Region 14 ESC and NCPA include the following offering as a part of our product set. This offering is infrastructure related and can be the foundation for growth in any information technology plan.

### **Passive Optical Network (PON)**

A passive optical network (PON) is a network architecture that brings optical fiber cabling and signals all or most of the way to the end user. Depending on where the PON terminates, the network architecture could be described as fiber-to-the-curb (FTTC) or fiber-to-the-building (FTTB) or fiber-to-the-desktop (FTTD).

IBM will provide Passive Optical Network Design (PON/GPON), Procurement, OLT Installation and Configuration Services (called "Services") to provide a Passive Optical Network Solution for up to 12 (twelve) locations that will be identified in a customized Statement of Work (SOW) prepared/designed for individual opportunities. The SOW generally will define the Scope of the Project itself. The project may include:

- IBM Project Management Services
- IBM PON Design Services
- IBM Procurement Services that handles the task of coordinating activities around network equipment procurement as defined in the SOW
- IBM Configuration Services that includes the installation and configuration of PON OLT active equipment
- Deliverable Materials defined in a specific client SOW may include: Initial Project Plan, Status Report, PON Design Review Overview, PON Implementation Documentation, Equipment Transmittal Letter, As-Built Documentation

#### IBM Passive Optical Network Offering – Mid Range

A sample configuration of an IBM Mid-Range PON bundle is included in the "Pricing" section of this response. Since a PON installation is so customized for the specific client a separate Statement of Work will be required for individual transactions.

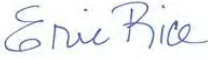
## Required Documents

**Please Note:** IBM has deleted from this listing the "FEMA Standard Terms and Conditions Addendum for Contracts and Grants", as well as the "Required Clauses for Federal Assistance provided by FTA". These deletions are in keeping with IBM's prior statement that we seek to utilize the current contractual arrangement in place between the parties, which does not include these terms. We would be pleased to discuss any concerns that NCPA may have in this regard.

### Clean Air and Water Act / Debarment Notice

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

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

Potential Vendor	IBM
Print Name	Eric Rice
Address	7100 Highlands Parkway
City, State, Zip	Smyrna, GA 30082
Authorized signature	
Date	November 1, 2016



## Contractors Requirements

### Contractor Certification

#### Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed **Fingerprint & Background Checks**

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

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

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed **Business Operations in Sudan, Iran.**

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

Authorized signature



Date

November 1, 2016

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

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

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

Company name	IBM
Address	1 New Orchard Road
City/State/Zip	Armonk, NY 10504-1722
Telephone No.	Phone: 914-499-1900; Toll Free: 800-426-4968
Fax No.	914-765-7382
Email address	<a href="mailto:erice2@us.ibm.com">erice2@us.ibm.com</a>
Printed name	Eric Rice
Position with company	Public Sector Contracts Sales Manager
Authorized signature	

## State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>	<b>No.</b>	<b>Cities, Towns, Villages and Boroughs in Oregon</b>
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF AUMSVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSKANIE	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHATS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RAINIER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD		
50	CITY OF MILL CITY	<b>No.</b>	<b>Counties and Parishes</b>
51	CITY OF MILLERSBURG	1	ASSOCIATION OF OREGON COUNTIES
52	CITY OF MILWAUKIE	2	BENTON COUNTY
53	CITY OF MORO	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
		4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
<b>No.</b>	<b>Higher Education</b>	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPOUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
<b>No.</b>	<b>K - 12</b>	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDOPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAII	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	FORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
96	IRCO	168	FRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPELEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMCRIAL BLOOD BANK	175	FOGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	FOSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALFM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	<b>No.</b>	<b>State Agencies</b>
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANAEE COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
<b>No.</b>	<b>Special/Independent Districts</b>	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER IPUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



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