



HILLSBOROUGH COUNTY
AVIATION AUTHORITY
SUPPLEMENTAL CONTRACT FOR
RECORDS MANAGEMENT SOLUTION

Parties And Addresses:

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COMPANY: International Business Machines Corporation
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HILLSBOROUGH COUNTY
AVIATION AUTHORITY
SUPPLEMENTAL CONTRACT FOR RECORDS MANAGEMENT SOLUTION
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A - NCPA Contract No. 01-67

B - Scope of Services

C - Work Plan

D - Travel, Business Development and Working Meals Expenses

E - Scrutinized Company Certification

I. INTRODUCTION

This Supplemental Contract for Records Management Solution (hereinafter referred to as Supplemental Contract) is made and entered into this ___ day of September, 2022 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and International Business Machines Corporation, a corporation authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

The following terms and conditions contained in this Supplemental Contract are hereby incorporated in and made a part of NCPA Contract No. 01-67 (hereinafter referred to as NCPA Contract), which is attached hereto as Exhibit A. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the NCPA Contract, this Supplemental Contract shall control.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

II. RECITALS

The above recitals are true and correct and are incorporated herein.

III. DEFINITIONS

The following terms will have the meanings as set forth below:

III.A Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

III.B Airport

Tampa International Airport.

III.C Board

The Hillsborough County Aviation Authority Board of Directors.

III.D CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

III.E FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

III.F ITS

Authority Information Technology Services Department.

III.G NCPA

National Cooperative Purchasing Alliance.

III.H **Services**

Consulting, installation, customization and configuration, maintenance, and services as detailed in Exhibit A, Scope of Services.

III.I **Term**

September 8, 2022 through November 30, 2024.

III.J **TSA**

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

III.K **Work Plan**

The order form used by Authority and Company in accordance with the Scope of Services, Subsection Work Plan.

IV. **SCOPE OF SERVICES**

IV.A **Exhibits**

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Supplemental Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Supplemental Contract.

1. Exhibit A, NCPA Contract No. 01-67
2. Exhibit B, Scope of Services
3. Exhibit C, Work Plan
4. Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses
5. Exhibit E, Scrutinized Company Certification

IV.B **Work Plan**

1. Without invalidating this Supplemental Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized and may purchase software upgrades and annual support only by written Work Plan. Prior to performance of any change, Company and Authority will outline each task involved, establish a schedule for completing each task detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Supplemental Contract if necessary to complete the Work Plan

tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.

2. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Supplemental Contract. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
3. Upon execution of the Work Plan, the Authority will issue a Purchase Order to Company to perform the specific items agreed upon schedule and/or costs, to in the Work Plan. The Authority Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Supplemental Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.
4. Any Purchase Order issued during the effective period of this Supplemental Contract and not completed within that period shall be completed by the Company within the time specified in this Work Plan. The Supplemental Contract shall govern the Company's and Authority's rights and obligations with respect to this Work Plan to the same extent as if this Work Plan were completed during the Supplemental Contract effective period.

V. TERM

V.A Effective Date

This Supplemental Contract will become effective upon execution by Company and approval and execution by Authority. This Supplemental Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

V.B Term

The Term of this Supplemental Contract commences on September 8, 2022 and will continue through November 30, 2024, unless terminated earlier as provided herein.

V.C Early Termination

Authority may terminate this Supplemental Contract, without cause, by giving thirty (30) days written notice to Company.

VI. FEES AND PAYMENTS

VI.A Not-to-Exceed

The total amount payable under this Supplemental Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

VI.B Payment

The amount to be paid under this Supplemental Contract shall not exceed \$710,000.

1. Software Subscription and Support Reinstatement

Description	Qty.	Unit cost	Cost	Term
IBM FileNet Content Manager Authorized User – SW Subscription & Support Reinstatement	233	\$ 619.70	\$144,390.10	September 8, 2022 – September 7, 2023

2. Implementation Fee

Company shall provide Services as required for the successful implementation of the Records Management System as required in Exhibit B, Scope of Services. Authority shall be billed a not-to-exceed cost of \$69,612 for implementation, \$32,720 for Instructor Lead Training, Software Subscription and Support Reinstatement as described in the following schedule:

Company will invoice as follows:

No.	Milestone	Deliverables
1	Delivery of IBM FileNet Content Manager	Authority’s access to IBM FileNet Content Manager (\$144,390.10)
2	TEST Environment Go Live	TEST environment installation and configuration services have been completed and the environment is ready for use by Authority for IBM FileNet Content Manager in PROD (\$25,022.00)
3	Successful configuration in PROD	System Configuration <ul style="list-style-type: none"> Verify the system has been upgraded to the latest release (\$18,766.50)
4	Contract Closeout	Successful completion of Training Workshops <ul style="list-style-type: none"> Completed Remote RMS Administration Workshop (\$58,543.50)

3. Software, Maintenance, and Subscription and Support fees

The following annual Software, Maintenance, and Subscription and Support fees shall be billed by Company and payable by Authority annually in advance:

Description	Qty	Unit cost	Cost	Term
IBM FileNet Content Manager Authorized User – Annual SW Subscription & Support Renewal	233	\$ 227.00	\$ 52,891.00	September 8, 2023 – September 7, 2024

IBM FileNet Content Manager Authorized User – Annual SW Subscription & Support Renewal	233	\$ 249.70	\$ 58,180.10	September 8, 2024 – September 7, 2025
Instructor Lead Training			\$ 32,720	September 8, 2022 – September 7, 2023
Open Shift & Growth Products *			\$ 25,000.00	September 8, 2022 – September 7, 2023
Open Shift & Growth Products *			\$ 25,000.00	September 8, 2023 – September 7, 2024
IBM Learning (Business Automation) *			\$ 12,504.00	September 8, 2022 – September 7, 2023
IBM Learning (Business Automation) *			\$ 12,504.00	September 8, 2023 – September 7, 2024

*Cost may be subject to an annual increase. In no event shall Company increase its rates more than three percent (3%) in any given year during the Contract Term.

4. Additional Consulting Services, Software, Subscription, Maintenance and Support
 Authority will pay Company based on an approved detailed Work Plan that includes the task costs and payment schedule.

5. Fees

Company shall provide Services and incur costs under this Supplemental Contract only upon the request and approval of Authority. Payment will be made to Company for Services requested by Authority as follows:

i. Hourly Rates

Company’s published hourly rates at time of request or as outlined in the Implementation and Software, Maintenance, and Subscription and Support Fees listed above.

Reimbursable expenses

Authority will reimburse Company for Authority pre-approved expenses.

ii. Travel expenses

No out-of-town travel expenses shall be incurred by Company except upon written request and approval by the Vice President of ITS or designee. Such travel expenses, if approved, will be reimbursed by Authority in accordance with Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

iii. No other charges, fees or costs will be allowed.

VI.C Invoices

Invoices required by this Supplemental Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

VI.D Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Supplemental Contract in coordination with Accounts Payable.

VI.E Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Supplemental Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Supplemental Contract as approved in advance by Authority.

VI.F Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within thirty (30) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Supplemental Contract.

VII. RESERVED.

VIII. OWNERSHIP OF DOCUMENTS

- A. As between Company and the Authority, all documents, papers, letters, maps, books, tapes,

photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority (the "Service Documents"), the Service Documents and intellectual property rights ("IPR") therein (other than Company IPR) are and shall be owned exclusively by the Authority, and not Company. Company specifically agrees that the Service Documents shall be considered "works made for hire" and that the Service Documents shall, upon creation and full payment of all correct invoices directly related to the element of Service Documents, be owned exclusively by the Authority (other than Company IPR). To the extent that the Service Documents, under applicable law, may not be considered works made for hire, Company hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title, and interest in and to all ownership rights in the Service Documents, and all IPR in the Service Documents (other than Company IPR), without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all IPR in and to the Service Documents. Notwithstanding anything to the contrary contained herein, the Company retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of the Service Documents, subject to Company's duties of confidentiality, if any, inherent in the content of the Service Documents.

IX. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its Subcontractors under this Supplemental Contract. All Services furnished by Company, its employees and/or its Subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

X. NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Services under this Supplemental Contract. Company further acknowledges that this Supplemental Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

XI. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

XI.A Books and Records

In connection with payments to Company under this Supplemental Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Supplemental Contract. Records include, but are not limited to, books, documents, papers, records, research and Work Plan related to this Supplemental Contract. Company will not destroy any records related to

this Supplemental Contract without the express written permission of the Authority.

XI.B Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Supplemental Contract or within three years after the end of this Supplemental Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Supplemental Contract or over selected operations performed by Company under this Supplemental Contract for the purpose of determining compliance with this Supplemental Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Supplemental Contract or any work plan, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Supplemental Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will

also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Supplemental Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Supplemental Contract, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

XII. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

XII.A Events of Default

Company will be deemed to be in default of this Supplemental Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Supplemental Contract or the material breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Supplemental Contract, failure to perform any of the provisions of this Supplemental Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

XII.B Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Supplemental Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Supplemental

Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Supplemental Contract; or

B. Declare this Supplemental Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Supplemental Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Supplemental Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Supplemental Contract, and no acceptance of surrender will be valid unless in writing.

XII.C Company's Remedies

Authority may terminate this Supplemental Contract without cause on at least one month's notice to the other Party after expiration or termination of its obligations under this Supplemental Contract; or either Party may immediately for cause if the other Party is in material breach of this Supplemental Contract, 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 this Supplemental Contract termination remain in effect until fulfilled and apply to successors and assignees. Termination of this Supplemental Contract does not terminate other work not subject to this agreement and provisions of this Supplemental Contract and Attachments as they relate to such other work remain in effect until fulfilled or otherwise terminated in accordance with their terms. Company may terminate Authority's license to use a Program if Authority fails to comply with this Supplemental Contract. Authority will promptly destroy all copies of the Program after either Party has terminated the license.

XII.D Reserved.

XIII. RESERVED.

XIV. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Supplemental Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

XIV.A Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the services performed pursuant to this Supplemental Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer’s Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Supplemental Contract.

XIV.B Commercial General Liability Insurance

The minimum limits of insurance covering the services performed pursuant to this Supplemental Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Supplemental Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Supplemental Contract Specific

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- Personal and Advertising Injury Each Occurrence \$1,000,000
- Products and Completed Operations Aggregate \$1,000,000

XIV.C Workers’ Compensation and Employer’s Liability Insurance

The minimum limits of insurance are:

- Part One: “Statutory”
- Part Two:
- Each Accident \$1,000,000
- Disease – Policy Limit \$1,000,000
- Disease – Each Employee \$1,000,000

XIV.D Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Supplemental Contract are:

- Each Occurrence – Bodily Injury and Property Damage Combined \$1,000,000

XIV.E Reserved.

XIV.F Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Supplemental Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for “Event Management,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence \$5,000,000
Annual Aggregate \$5,000,000
Event Management Expenses \$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Company shall purchase and maintain Cyber Liability Insurance, throughout the life of the Supplemental Contract and such insurance will be maintained for a period of three years thereafter for services completed during the term of the Supplemental Contract. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Contractor to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-party Business Interruption and Dependent Business Interruption Coverage

- resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
 - No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence \$5,000,000
Annual Aggregate \$5,000,000
Event Management Expenses \$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Supplemental Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$10,000,000
Annual Aggregate \$10,000,000

XIV.G Professional Errors and Omissions Insurance

The Company shall purchase and maintain, throughout the life of this Agreement, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology professional services or in connection with the specific services described in this Agreement, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Professional Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Supplemental Contract. The minimum limits of coverage are:

Each Claim \$5,000,000
Annual Aggregate \$5,000,000

Such Professional Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Supplemental Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Supplemental Contract.

The Professional Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Cyber Liability insurance coverage may be included as part of the Professional Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Professional Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$10,000,000
Annual Aggregate \$10,000,000

XIV.H Waiver of Subrogation

With respect to only Commercial General Liability Insurance, Automobile Liability Insurance, and Workers’ Compensation Insurance, Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Supplemental Contract, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

XIV.I Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Supplemental Contract.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

XIV.J Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

XV. NON-DISCRIMINATION

During the performance of this Supplemental Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Supplemental Contract.
- B. Civil Rights. Company, with regard to the work performed by it under this Supplemental Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Supplemental Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Supplemental Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123)

- (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Supplemental Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Supplemental Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Supplemental Contract until Company complies, and/or cancellation, termination or suspension of this Supplemental Contract, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Supplemental Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-

Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

XVI. AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Supplemental Contract, wherever in this Supplemental Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

XVII. DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Supplemental Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Supplemental Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

XVIII. DISPUTE RESOLUTION

XVIII.A Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Supplemental Contract, payment of money, extension of time or other relief with respect to the terms of this Supplemental Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Supplemental Contract. The responsibility to substantiate claims will rest with the Party making the claim.
- B. If for any reason Company deems that additional cost or Supplemental Contract time is due to Company for work not clearly provided for in this Supplemental Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Supplemental Contract time. Company will give Authority the

opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Supplemental Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Supplemental Contract and maintain effective progress to complete the work within the time(s) set forth in this Supplemental Contract.
- F. The making of final payment for this Supplemental Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Supplemental Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Supplemental Contract;
 - 3. Terms of special warranties required by this Supplemental Contract; and
 - 4. Latent defects.

XVIII.B Resolution of Claims and Disputes

A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a Party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Supplemental Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

XIX. NON-EXCLUSIVE RIGHTS

This Supplemental Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

XX. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

**XXI. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW
IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Supplemental Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Supplemental Contract Term and following completion of this Supplemental Contract.
- D. Upon completion of this Supplemental Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

XXII. CONTRACT MADE IN FLORIDA

This Supplemental Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Supplemental Contract are expressly set forth herein and this Supplemental Contract can only be amended in writing and agreed to by both Parties.

XXIII. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
SKYCENTER ONE
5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO Company:
(MAIL DELIVERY)
INTERNATIONAL BUSINESS MACHINES CORPORATION
1 NEW ORCHARD ROAD
ARMONK, NY 10504
ATTN: IBM COUNSEL

OR

(HAND DELIVERY)
INTERNATIONAL BUSINESS MACHINES CORPORATION
1 NEW ORCHARD ROAD
ARMONK, NY 10504
ATTN: IBM COUNSEL

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

XXIV. SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Supplemental Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

XXV. SUBORDINATION TO TRUST AGREEMENT

This Supplemental Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at

any time by Authority to secure such obligations. Conflicts between the terms of this Supplemental Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

XXVI. Reserved.

XXVII. APPLICABLE LAW AND VENUE

This Supplemental Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Supplemental Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Supplemental Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

XXVIII. SCRUTINIZED COMPANIES

Company is required to complete Exhibit B, Scrutinized Company Certification, at the time this Supplemental Contract is executed and to complete a new Exhibit B for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

XXIX. RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

XXX. Reserved.

XXXI. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Supplemental Contract will not be disclosed by Company, whether or not provided before or after the date of this Supplemental Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Supplemental Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or

subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Cost. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Supplemental Contract will survive the expiration or termination, as the case may be, of this Supplemental Contract and the obligation will last indefinitely.

XXXII. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Supplemental Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Supplemental Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

XXXIII. COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto.

XXXIV. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules,

standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

XXXV. FAA APPROVAL

This Supplemental Contract may be subject to approval of the FAA. If the FAA disapproves this Supplemental Contract, it will become null and void, and both Parties will bear their own expenses relative to this Supplemental Contract.

XXXVI. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Supplemental Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Supplemental Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

XXXVII. INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract, and the remainder of this Supplemental Contract will be valid and enforced to the fullest extent permitted by law.

XXXVIII. SEVERABILITY

If any provision in this Supplemental Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Supplemental Contract which are severable shall be unaffected.

XXXIX. HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Supplemental Contract. If for any reason there is a conflict between content and headings, the content will control.

XL. SIGNATURES

XL.A Signature of Parties

It is an express condition of this Supplemental Contract that it will not be complete or effective until signed by Authority and by Company.

XL.B Counterparts

This Supplemental Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

XLI. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

XLII. COMPLETE CONTRACT

This Supplemental Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Supplemental Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Supplemental Contract.

XLIII. MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

XLIV. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Supplemental Contract with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Supplemental Contract.

XLV. ORDER OF PRECEDENCE

In the event of any conflict(s) among the Supplemental Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

XLVI. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Supplemental Contract:

1. a change in the Scope of Services, if any;
2. a change of the Supplemental Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Supplemental Contract time, if any; and
5. changes to the terms and conditions of this Supplemental Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

XLVI.A Claim for Payment

Any claim for payment for changes in the Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Services unless such revised Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Services will be performed under applicable provisions of the Supplement Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

XLVI.B Right to Terminate the Services

If Company defaults or neglects to carry out the Scope of Services in accordance with the Supplemental Contract Documents and fails within a seven (7) day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may terminate the Services.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this ____ day of September, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

Elita McMillon, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of September, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

International Business Machines Corporation

Signed in the Presence of:

Sophia St. Germain
Witness

Sophia St. Germain
Printed Name

Avelia Donovan
Witness

Avelia Donovan
Printed Name

BY: Donald Lussier
Signature

Sales Specialist
Title

Donald Lussier
Printed Name

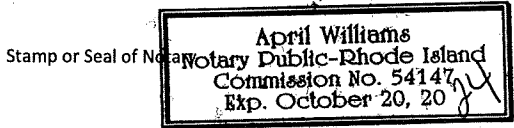
1 New Orchard Road
Printed Address

Armonk/NY/10504-1722
City/State/Zip

International Business Machines Corporation

STATE OF Rhode Island
COUNTY OF Providence

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of August, 2022, by Donald Lussier as Sales Specialist for IBM Corporation
(Name of person)
(type of authority) (name of party on behalf of whom contract was executed)



April Williams
Signature of Notary
April Williams
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced
RI Drivers License



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 2nd, 2021

**International Business Machines Corporation (IBM)
ATTN: Eric Rice
1 New Orchard Road
Armonk, NY 10504**

Re: Annual Renewal of NCPA contract #01-67

Dear Eric:

Region XIV Education Service Center is happy to announce that International Business Machines Corporation (IBM) has been awarded an annual contract renewal for Enterprise Products and Services based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2024, completing the eighth year of a possible eight-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

**Shane Fields
Region XIV, Executive Director**



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, November 14th, 2016

International Business Machines Corporation (IBM)
ATTN: Eric Rice
1 New Orchard Road
Armonk, NY 10504

Dear Eric:

Region XIV Education Service Center is happy to announce that International Business Machines Corporation (IBM) has been awarded an annual contract for Enterprise Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2019. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and International Business Machines Corporation (IBM).

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronnie Kincaid".

Ronnie Kincaid
Region XIV, Executive Director



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 / 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

November 03, 2016; 2:00 pm CST



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

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

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

- **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

- ◆ 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

◆ 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

- ◆ 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

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

- ◆ 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>http://www.ibm.com</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. Reports are due on the fifteenth (15th) 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
Phone: 888-543-6515
Website: 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
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 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/.

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. 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 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/.

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

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.

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 service is not restricted.

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 Samoa | <input type="checkbox"/> Northern Mariana 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 3rd 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:



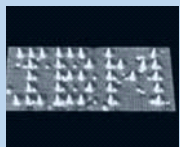

- Company's official registered name.







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 20th 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&D, while earning the most US patents for the 21st 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.

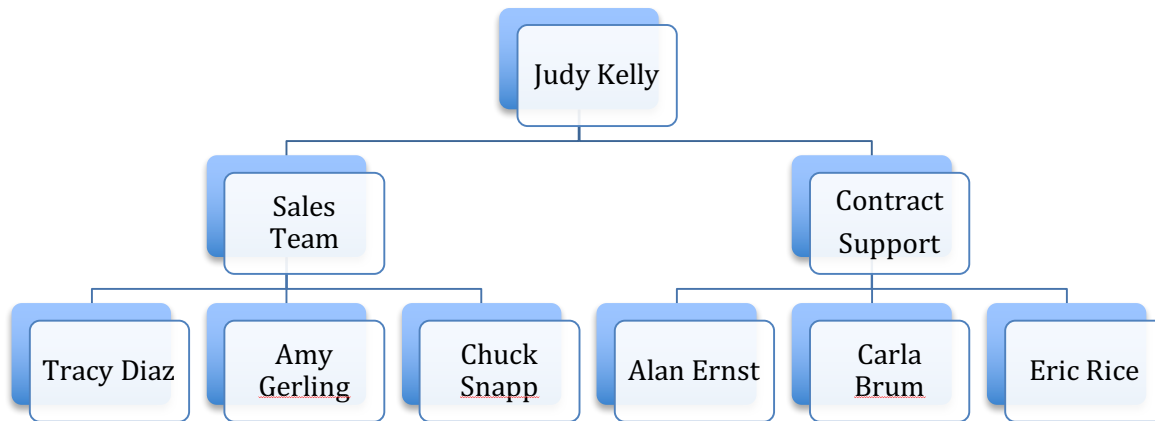
With revenue of \$92.8 billion in 2014, IBM ranks 24 on the 2015 Fortune 500 list, employs approximately 380,000 employees worldwide, and serves customers in more than 175 countries. For more information, please visit our website at <http://www.ibm.com>.

- [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
Alan Ernst Contract Specialist aernst@us.ibm.com	1177 S Belt Line Rd, Coppell, TX 75019-4642	972-906-5045
Carla Brum Sr. Business Operations Specialist cbrum@ca.ibm.com	3600 Steeles Ave East, Markham, ON L3R 9Z7, CA	905-316-1056
Eric Rice Public Sector Contracts Sales Manager erice2@u.ibm.com	7100 Highlands Pkwy, Smyrna, GA 30082	770-863-1572
Tracy Diaz Client Executive, Texas Public Sector	400 W. 15 th street Suite 1200, Austin, TX 78701	512-473-8194

Name, Title, Email	Address	Phone
tdiaz@us.ibm.com		
Amy Gerling Software Sales Leader, Texas Public Sector athomas@us.ibm.com	3001 Teak Hawk Cove, Austin, TX 78746	512-658-1170
Chuck Snapp Client Executive, Texas Public Sector csnapp@us.ibm.com	1177 S Belt Line Rd, Coppell, TX 75019-4642	972-906-3298
Judy Kelly Vice President, Government and Education jakelly@us.ibm.com	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 23rd 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

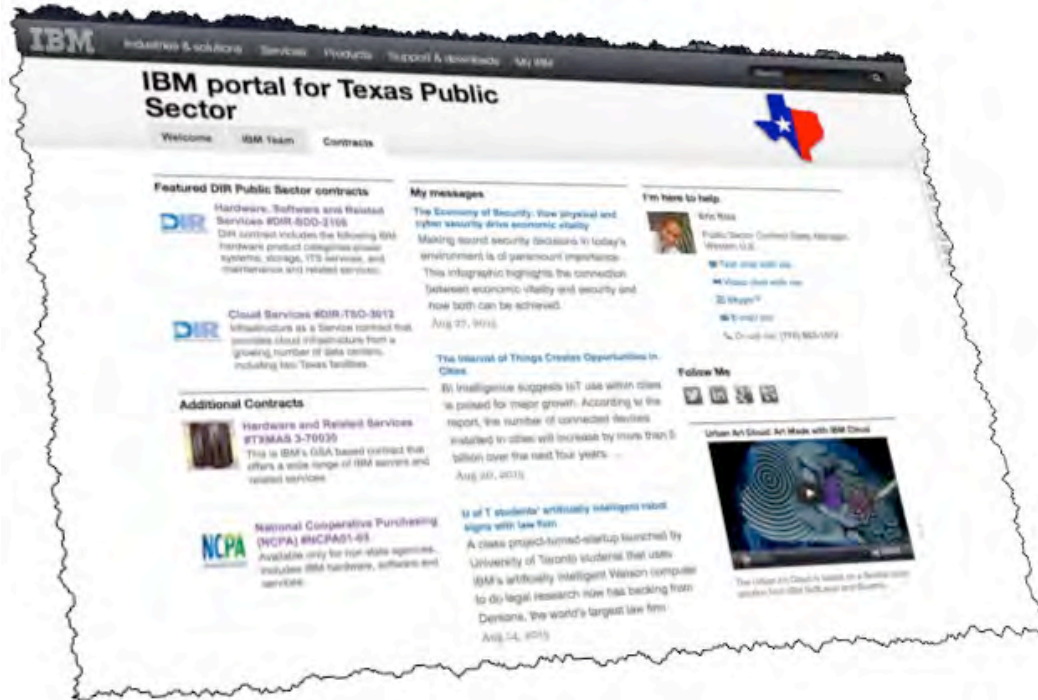
Phone

- 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.

DELEGATION OF AUTHORITY


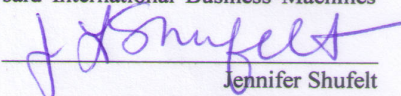
I, Jennifer Shufelt, Associate General Counsel, IBM Global Markets, North America do hereby certify that said Associate General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, and those certain Letters of Authority dated November 15, 1995, and May 6, 2011, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including, but not limited, to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument reasonably related to, or performed in accordance with, the job duties, and/or responsibilities of the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Chief Financial Officer

Position titles that include the words:

Attorney
Business Operations Manager
Client Manager
Client Relationship Representative
Contract Administrator
Contract Professional
Contracts & Negotiations
Counsel
Customer Fulfillment Manager; Customer Fulfillment Professional; Engagement Manager
Deal Maker
Director
Executive
IT Architect
IT Consultant
IT Specialist
Legal Corporate Matters Manager
Operations Manager
Operations Specialist
Partner
Portfolio Specialist
Practice Leader
Practice Manager
Program Manager
Quality Assurance Manager; Quality Assurance Representative
RFS Portfolio Specialist
Sales Manager
Sales Representative
Sales Specialist
Software Client Leader (SCL)
Service Delivery Manager
Software Engineer
Solution Representative
System Service Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this 30 day of December 2021.



Jennifer Shufelt
Associate General Counsel

- 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.

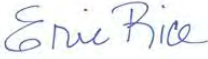
Required Documents

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	erice2@us.ibm.com
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

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon	No.	Cities, Towns, Villages and Boroughs in Oregon
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	No.	Counties and Parishes
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
No.	Higher Education	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
No.	K - 12	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	CHILDPACE 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
No.	Nonprofit & Other	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	QUADRIPLLEGICS 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.	No.	State Agencies
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
No.	Special/Independent Districts	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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IBM Corporation

The information in this proposal shall not be disclosed outside the National Cooperative Purchasing Alliance (NCPA) organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, National Cooperative Purchasing Alliance (NCPA) shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of National Cooperative Purchasing Alliance (NCPA) to use information contained in the proposal if it is obtained from another source without restriction.

This proposal is not an offer or contract. Neither IBM nor you have any obligations or liability to the other unless our authorized representatives enter into definitive written agreement. Terms included in this proposal are not binding unless they are included in such a written agreement.

This proposal is valid for 90 days unless otherwise noted. Prices and charges in this proposal are subject to change without notice and do not include applicable sales taxes. This document and all information herein is provided AS IS, without warranty, and nothing herein, in whole or in part, shall be deemed to constitute a warranty. IBM Machines are subject to the Statements of Limited Warranty accompanying the applicable Machine. IBM Program Products are provided subject to their applicable license terms.

IBM is not responsible for printing errors in this proposal that result in pricing or information inaccuracies. Products, programs, services or features discussed in this proposal may be subject to change without notice.

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Request for Proposal (RFP) for Enterprise Products and Services

Solicitation Number: 28-16

Publication Date: Thursday, September 29th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, November 3rd, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, October 27th, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

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

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. 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.



Competitive Solicitation by
Region 14 Education Service Center

For

Enterprise Products and Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 28-16

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ 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

◆ 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

- ◆ 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

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

- ◆ 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

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, 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 Enterprise Products and Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. 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:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – 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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

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

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

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

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

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

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

◆ **Distribution Channel**

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

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

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

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ 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
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website as applicable.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ 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.

◆ 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.

Tab 5 – 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

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – 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.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice

- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as

amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency’s policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

Other States: Cities, Towns, Villages, and Boroughs

No. Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO
- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY

- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 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
- 9 DESCHUTES COUNTY
- 10 DOUGLAS COUNTY
- 11 GILLIAM COUNTY
- 12 GILLIAM COUNTY OREGON
- 13 GRANT COUNTY, OREGON
- 14 HARNEY COUNTY SHERIFFS OFFICE

15 HOOD RIVER COUNTY
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
 18 JEFFERSON COUNTY
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
 20 LAKE COUNTY
 21 LANE COUNTY
 22 LINCOLN COUNTY
 23 LINN COUNTY
 24 MARION COUNTY , SALEM, OREGON
 25 MORROW COUNTY
 26 MULTNOMAH COUNTY
 27 MULTNOMAH COUNTY
 28 MULTNOMAH LAW LIBRARY
 29 NAMI LANE COUNTY
 30 POLK COUNTY
 31 SHERMAN COUNTY
 32 UMATILLA COUNTY, OREGON
 33 UNION COUNTY
 34 WALLOWA COUNTY
 35 WASCO COUNTY
 36 WASHINGTON COUNTY
 37 YAMHILL COUNTY
 1 BOARD OF WATER SUPPLY
 2 COUNTY OF HAWAII
 3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
 2 BLUE MOUNTAIN COMMUNITY COLLEGE
 3 CENTRAL OREGON COMMUNITY COLLEGE
 4 CHEMEKETA COMMUNITY COLLEGE
 5 CLACKAMAS COMMUNITY COLLEGE
 6 COLUMBIA GORGE COMMUNITY COLLEGE
 7 GEORGE FOX UNIVERSITY
 8 KLAMATH COMMUNITY COLLEGE DISTRICT
 9 LANE COMMUNITY COLLEGE
 10 LEWIS AND CLARK COLLEGE
 11 LINFIELD COLLEGE
 12 LINN-BENTON COMMUNITY COLLEGE
 13 MARYLHURST UNIVERSITY
 14 MT. HOOD COMMUNITY COLLEGE
 15 MULTNOMAH BIBLE COLLEGE
 16 NATIONAL COLLEGE OF NATURAL MEDICINE
 17 NORTHWEST CHRISTIAN COLLEGE
 18 OREGON HEALTH AND SCIENCE UNIVERSITY
 19 OREGON UNIVERSITY SYSTEM
 20 PACIFIC UNIVERSITY
 21 PORTLAND COMMUNITY COLLEGE
 22 PORTLAND STATE UNIV.
 23 REED COLLEGE
 24 ROGUE COMMUNITY COLLEGE
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 26 TILLAMOOK BAY COMMUNITY COLLEGE
 27 UMPQUA COMMUNITY COLLEGE
 28 WESTERN STATES CHIROPRACTIC COLLEGE
 29 WILLAMETTE UNIVERSITY
 1 ARGOSY UNIVERSITY
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
 3 COLLEGE OF THE MARSHALL ISLANDS
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 3 BAKER SCHOOL DISTRICT 5-J
 4 BANDON SCHOOL DISTRICT
 5 BANKS SCHOOL DISTRICT
 6 BEAVERTON SCHOOL DISTRICT
 7 BEND / LA PINE SCHOOL DISTRICT
 8 BEND-LA PINE SCHOOL DISTRICT
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C

10 CANBY SCHOOL DISTRICT
 11 CANYONVILLE CHRISTIAN ACADEMY
 12 CASCADE SCHOOL DISTRICT
 13 CASCADES ACADEMY OF CENTRAL OREGON
 14 CENTENNIAL SCHOOL DISTRICT
 15 CENTRAL CATHOLIC HIGH SCHOOL
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
 17 CENTRAL SCHOOL DISTRICT 13J
 18 CLACKAMAS EDUCATION SERVICE DISTRICT
 19 COOS BAY SCHOOL DISTRICT
 20 COOS BAY SCHOOL DISTRICT NO.9
 21 COQUILLE SCHOOL DISTRICT 8
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 23 CRESWELL SCHOOL DISTRICT
 24 CROSSROADS CHRISTIAN SCHOOL
 25 CULVER SCHOOL DISTRICT NO.
 26 DALLAS SCHOOL DISTRICT NO. 2
 27 DAVID DOUGLAS SCHOOL DISTRICT
 28 DAYTON SCHOOL DISTRICT NO.8
 29 DE LA SALLE N CATHOLIC HS
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
 32 DOUGLAS EDUCATION SERVICE DISTRICT
 33 DUFUR SCHOOL DISTRICT NO.29
 34 ELKTON SCHOOL DISTRICT NO.34
 35 ESTACADA SCHOOL DISTRICT NO.108
 36 FOREST GROVE SCHOOL DISTRICT
 37 GASTON SCHOOL DISTRICT 511J
 38 GEN CONF OF SDA CHURCH WESTERN OR
 39 GLADSTONE SCHOOL DISTRICT
 40 GLENDALE SCHOOL DISTRICT
 41 GLIDE SCHOOL DISTRICT NO.12
 42 GRANTS PASS SCHOOL DISTRICT 7
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 44 GRESHAM-BARLOW SCHOOL DISTRICT
 45 HARNEY COUNTY SCHOOL DIST. NO.3
 46 HARNEY EDUCATION SERVICE DISTRICT
 47 HEAD START OF LANE COUNTY
 48 HERITAGE CHRISTIAN SCHOOL
 49 HIGH DESERT EDUCATION SERVICE DISTRICT
 50 HOOD RIVER COUNTY SCHOOL DISTRICT
 51 JACKSON CO SCHOOL DIST NO.9
 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 53 JEFFERSON SCHOOL DISTRICT
 54 KLAMATH FALLS CITY SCHOOLS
 55 LA GRANDE SCHOOL DISTRICT
 56 LAKE OSWEGO SCHOOL DISTRICT 7J
 57 LANE COUNTY SCHOOL DISTRICT 4J
 58 LANE COUNTY SCHOOL DISTRICT 69
 59 LEBANON COMMUNITY SCHOOLS NO.9
 60 LINCOLN COUNTY SCHOOL DISTRICT
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD
 62 LOST RIVER JR/SR HIGH SCHOOL
 63 LOWELL SCHOOL DISTRICT NO.71
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 65 MCMINNVILLE SCHOOL DISTRICT NO.40
 66 MEDFORD SCHOOL DISTRICT 549C
 67 MITCH CHARTER SCHOOL
 68 MOLALLA RIVER ACADEMY
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
 70 MONROE SCHOOL DISTRICT NO.1J
 71 MORROW COUNTY SCHOOL DISTRICT
 72 MT. ANGEL SCHOOL DISTRICT NO.91
 73 MT.SCOTT LEARNING CENTERS
 74 MULTISENSORY LEARNING ACADEMY
 75 MULTNOMAH EDUCATION SERVICE DISTRICT
 76 MYRTLE POINT SCHOOL DISTRICT NO.41
 77 NEAH-KAH-NIE DISTRICT NO.56
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 79 NOBEL LEARNING COMMUNITIES
 80 NORTH BEND SCHOOL DISTRICT 13
 81 NORTH CLACKAMAS SCHOOL DISTRICT

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	CHILDPCEACE 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. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	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
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLLEGICS 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 MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE 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	SALEM 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		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	231	TRILLIUM FAMILY SERVICES, INC.
161	PORT CITY DEVELOPMENT CENTER	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
162	PORTLAND ART MUSEUM	233	UNION GOSPEL MISSION
163	PORTLAND BUSINESS ALLIANCE	234	UNITED CEREBRAL PALSY OF OR AND SW WA
164	PORTLAND HABILITATION CENTER, INC.	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
165	PORTLAND SCHOOLS FOUNDATION	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
166	PORTLAND WOMENS CRISIS LINE	237	US FISH AND WILDLIFE SERVICE

238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAEE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD
 9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT

13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION

Evaluation Criteria	Point Value	IBM	Broadview Networks, Inc.		
Pricing	40	40	30		
Ability to service the contract	25	25	0		
References	15	12	8		
Technology	10	10	8		
Value Added Products and Services	10	8	5		
Total	<u>100</u>	<u>95</u>	<u>51</u>	<u>0</u>	<u>0</u>



Vendors Awarded Under this Contract

IBM

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey



Created by: japplegate

Date created: 11/09/2016 10:38:52 AM

Enterprise Products and Services

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Enterprise Products and Services	Annese & Associates, Inc	Shala Pelloni	747 Pierce Road	Clifton Park	New York	12065	518-371-9000	spelloni@annese.com	10/26/2016 4:48:17 PM
Enterprise Products and Services	AG iRepair	Alaina Bilsky	220 Huff Avenue	Greensburg	Pennsylvania	15601	724-838-1170	alaina@agirepair.com	10/26/2016 1:04:25 PM
Enterprise Products and Services	A-B Computer Solutions, Inc.	Jason Brady	3980 Florida Street	Mandeville	Louisiana	70470	9856243092	jasonb@a-bcomputers.com	10/25/2016 8:48:10 AM
Enterprise Products and Services	Alliant Technologies	Steve Emanuel	360 Mt Kemble Ave.	Morristown	New Jersey	07960	973-775-7027	semanuel@allianttech.com	10/20/2016 2:49:26 PM
Enterprise Products and Services	Sharp Electronics	Jeff Alexander	1 Sharp Plaza	Mahwah	New Jersey	07495	4048059800	alexanderj@sharpsec.com	10/20/2016 11:40:23 AM
Enterprise Products and Services	Nuemman	Emmanuel Nuvaga	10533 Cochran Dr	Mckinney	Texas	75070	214-499-5652	emmanuel.nuvaga@nuemman.com	10/18/2016 5:58:24 AM
Enterprise Products and Services	Promevo	Meredith Molony	1720 Wildcat Blvd	Burlington	Kentucky	41005	888-380-1061	meredith.molony@promevo.com	10/17/2016 11:03:00 AM
Enterprise Products and Services	MANS DISTRIBUTORS, INC.	Gregory Milton	3120 Kellway Dr	Carrollton	Texas	75006	9729300330	greg@mans.us	10/13/2016 4:56:11 PM
Enterprise Products and Services	RTA Fleet	Amy Murray	17437 N. 71st Drive, #110	Glendale	Arizona	85308	8002790549	amurray@rtafleet.com	10/11/2016 8:28:22 AM
Enterprise Products and Services	Skyward, Inc.	Darcy Grabski	2601 Skyward Drive	Stevens Point	Wisconsin	54482	800.236.7274	darcyg@skyward.com	10/7/2016 8:09:38 AM
Enterprise Products and Services	Broadview Networks Inc.	Joy Blair	800 Westchester Ave.	Rye Brook	New York	10573	2124045302	jblair@broadviewnet.com	10/6/2016 12:21:37 PM
Enterprise Products and Services	Audio Visual Innovatons	Brian Kiel	28900 Beck Road	Wixom	Michigan	48393	9477779528	brian.kiel@avispl.com	10/6/2016 9:21:09 AM
Enterprise Products and Services	Audio Visual Innovatons	Brian Kiel	28900 Beck Road	Wixom	Michigan	48393	9477779528	brian.kiel@avispl.com	10/6/2016 9:21:05 AM
Enterprise Products and Services	Maxophone Music	Keith Slattery	Box 11	WOODSTOCK	New York	12498	8453322483	maxophonemusic@gmail.com	10/4/2016 6:44:14 AM
Enterprise Products and Services	IBM	Eric Rice	7100 Highlands Pkwy	Smyrna	Georgia	30082	770-863-1572	erice2@us.ibm.com	9/30/2016 3:43:10 PM
Enterprise Products and Services	Onvia, Inc	Source Management	509 Olive Way Suite 400	Seattle	Washington	98101	206-373-9500	sourcemgmt@onvia.net	9/30/2016 12:35:50 AM
Enterprise Products and Services	Shay Enterprise	Tamara Shay	1789 Tavern Ln	Tacoma	Washington	98402	4698447760	tshayenterprise@gmail.com	9/29/2016 2:52:19 PM
Enterprise Products and Services	eRepublic	Nicole Zeffaro	100 Blue Ravine Road	Folsom	California	95630	9169321302	nzeffaro@erepublic.com	9/29/2016 12:05:07 PM
Enterprise Products and Services	Security USA Services, LLC	Jennifer	5801 McLeod NE Suite A	Albuquerque	New Mexico	87109	505.271.1700	jen@securityusa.net	9/29/2016 11:33:02 AM
Enterprise Products and Services	immixGroup, Inc.	Mitchell Soni	8444 Westpark Dr	McLean	Virginia	22102	7038011116	mitchell_soni@immixgroup.com	9/29/2016 11:18:26 AM

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SCOPE OF SERVICES

This Scope of Services details the type of services and deliverables for the successful implementation of the Records Management System. Company agrees to provide the Services required under this Supplemental Contract and as specifically described in this Scope of Services (SOW). Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services and equipment. Such expansion, reduction, or modification in the Services, shall be processed in accordance with Article IV, Scope of Services, Section IV.B, Work Plan of the Supplemental Contract and upon completion will be included in the Supplemental Contract without Formal amendment.

I. Project Objectives

- A. Company Project Coordinator shall be responsible for preparing, updating, and presenting a Project Schedule to Authority for review and approval within seven (7) days of execution of the Supplemental Contract.

The Parties shall agree to a Project Schedule within fifteen (15) days of execution of the Supplemental Contract. The approved Project Schedule will be incorporated into this SOW. The Project Schedule will outline all project activities and timelines to include, but not limited to: implementation, training, and actions required by both Parties. Should either Party find that it is unable to support the agreed to Project Schedule, they must notify the other Party immediately. The Parties shall work diligently to revise the Project Schedule to ensure that any additional impacts to the Project Schedule are minimized.

- B. This SOW includes the upgrade of the current version of IBM FileNet 5.2.0.3 to the latest supported releases on both the test (TEST) and production (PROD) systems. The following applications are planned for the upgrade as part of this project scope:

1. IBM FileNet P8 Content Platform Engine
2. IBM Content Search Services
3. IBM Content Navigator
4. IBM WebSphere Application Server that is hosting FileNet P8 and Content Navigator.

- C. Company shall perform the following as part of the upgrade approach:

1. Start Install/Upgrade process on TEST Environment and complete unit testing.
2. Start Install/Upgrade process on Test Platform, Production platform.
- 3.
4. User sign-off for TEST Environment.
5. Documentation of the Upgrade process.
6. Preparation of cut-off to Production plan, Sync of all environments.
7. Start Install/Upgrade process on Prod.
8. User sign-off for Go-Live.
9. Post go-live support.

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D. Company will implement and migrate IBM FileNet Content Manager in two (2) environments. Tasks may include:

1. Activity 1 – Authority will prepare and deliver a TEST environment to Company. Company is responsible for TEST Environment installation and migration (Two Node Cluster).

Company will perform Services which include, but not limited to the following tasks:

- i. Review target P8 environment;
- ii. Install and configure WebSphere Network Deployment;
- iii. Install and configure Content Process Engine (CPE) v5.5.X on Target server;
- iv. Install and configure Content Search Services (CSS) v5.5.X on Target servers X2;
- v. Install and configure Company Content Navigator (ICN) v3.0.X on Target servers X2;
- vi. Validate and create deliverable;
- vii. Provide Guidance related to configuring SSO for CPE and ICN;
- viii. Migrate Content Process Engine (CPE) on source to CPE 5.5.X on Target;
- ix. Migrate Content Search Services (CSS) on source to CSS 5.5.X on Target;
- x. **Deliverables:**

System Configuration and Checklist document

- xi. TEST Environment Go Live

Go Live for the TEST environment shall mean handover for Authority's use. System handover occurs when the TEST environment installation and configuration services have been completed and the environment is ready for use by Authority for services as required in this SOW.

E. Activity 2 - PROD Environment Installation and Migration (Two Node Cluster)

Company will perform Services which include but are not limited to the following tasks:

- i. Review target P8 environment
- ii. Install and configure WebSphere Network Deployment
- iii. Install and configure CPE v5.5.X on Target server
- iv. Install and configure CSS v5.5.X on Target servers X2
- v. Install and configure ICN v3.0.X on Target servers X2
- vi. Validate and create deliverable
- vii. Provide Guidance related to configuring SSO for CPE and ICN

EXHIBIT B
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- viii. Mock Migration from source to Target
- ix. Cutover Migration of Content Process Engine (CPE) on source to CPE 5.5.X on Target
- x. Cutover Migration of Content Search Services (CSS) on source to CSS 5.5.X on Target
- xi. Up to sixteen (16) hours of Post-Production Support to be used within thirty (30) days post migration.
- xii. Deliverables:
 - System Configuration and Checklist document

F. Activity 3 - Functional Testing

Functional Testing (FT) follows a standard content, approach and format. This phase involves testing the system functionality, external interfaces and integration of different modules. This involves testing in a simulated environment. The unit test is conducted by the Authority in accordance with acceptance test plan prepared by the Authority. The purpose of this test is to ensure the compliance of the delivered software with Authority's requirements. This test is however not a substitute for the acceptance test.

It is not mandatory to have a pre-acceptance test phase and this would be governed as per the Authority's requirements keeping in view the system functionality and criticality. Errors will be logged, diagnosed and fixed. Corrective action (as applicable) would be initiated. The user manual/on-line help, installation manual and training manual, as required, is refined and finalized in parallel with the system testing and pre-acceptance phase. The Authority is required to prepare the acceptance test environment if needed and make it available for the next phase.

G. User Acceptance Testing

The acceptance of the system is based upon the successful execution of the test cases (as per the acceptance test plan) in the Authority's test environment as per the acceptance test data. The Company will provide the necessary support as required for logging, diagnosis and correction of errors. The user manual/on-line help, installation manual and training manual, as required, will be refined in accordance with the feedback received during this phase. The Authority will review, approve or reject each deliverable within six (6) working days after the delivery of the software.

The deliverables are deemed accepted at the end of the stipulated acceptance period in absence of any errors. In the event errors do exist, the acceptance is granted after Company has resolved those errors.

H. Activity 3 - Project Coordinator

This activity will include the following tasks:

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1. Company Project Coordinator Duties

Company shall appoint a Company Project Coordinator as the principal Company contact who will be responsible for managing Company's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of this SOW.

The Company Project Coordinator uses a standardized methodology for project implementation, project management, and risk identification and management. Company's Project Coordinator is responsible for project scheduling and management of Company project personnel and applicable subcontractor/supplier resources, budget management, identification and management of project risks, and communication with the Authority's Project team. The Company Project Coordinator will be responsible for the collaborative coordination of Authority resources in an effort to ensure that avoidable project delays will be minimized.

The Company Project Coordinator is involved in the project beginning with the SOW development and continuing through post Go Live Project closure activities. The Company Project Coordinator will be an active participant in many of the milestone events through the course of the project including, but not limited to, training, and Go Live.

2. Planning

Company Project Coordinator shall be responsible for preparing, updating, and presenting a Project Schedule to Authority for review and approval within seven (7) days of execution of the Supplemental Contract. The Project Schedule will outline all project activities and timelines to include, but not limited to: FT, User Acceptance Testing, training, and actions required by both Parties. Should either Party find that it is unable to support the agreed to Project Schedule, they must notify the other Party immediately. The Parties shall work diligently to revise the Project Schedule to ensure that any additional impacts to the Project Schedule are minimized.

3. Project Tracking and Reporting

- i. Company shall report time and any expenses spent on the project to Authority Project Manager.
- ii. Company Project Coordinator shall administer the Project Change Control Procedure with the Authority Project Manager.

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- iii. Company Project Coordinator will provide the Authority with a written project status report on a monthly basis, no later than the fifteenth (15) of the following month.
- iv.
- v. Assist Authority Project Manager with any billing issues

4. Deliverables

- i. Company's charges and schedule are based on performance of the Services described above. Deviations that arise during performance of the Services will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the project Scope, Project Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials basis using Company's standard rates in effect from time to time for any resulting additional work or waiting time. Company shall not charge Authority additional fees for adjustments as may be required due to delays or deviations caused by Company as determined by the Parties.
- ii. Company must meet all requirements and complete all project phases, tasks, milestones, and deliverables, as defined to complete the FileNet P8 Upgrade. The Project Deliverables are as follows:
 - a. Delivery of the System Configuration and Checklist Document.
 - b. Develop and deploy solution in the TEST and Production environments.
 - c. Analyze test results and re-architect design for production and re-deployment to TEST, if necessary.
 - d. Migrate data, content and deploy solution in the production environment.
 - e. FileNet P8 latest version administration minimal training.

I. Activity 4 – Instructor-led Training (Onsite or Online)

Company will deliver the following private class(es):

Delivery No. (for multiple Courses)	1
Course Code	F2800G
Course Title	IBM FileNet P8 Platform: Essentials (V5.5.x)
Delivery Location	Customer Facility
Facilities to be provided by	Customer

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Estimated Course Start Date	November 15, 2022
Estimated Course End Date	November 15, 2022
Duration	1 Day
Start and End Time	9:00am to approx. 5:00pm local time, unless otherwise agreed to
Number of students	Courses are priced for 1-6 students. The number of students should not exceed this highest number of students or the Client will be charged for additional students @ \$500 per student per day. No course shall exceed fifteen (15) students.
Language in which Courses and materials are delivered	English
Special Arrangements required	N/A

Delivery No. (for multiple Courses)	2
Course Code	F2810G
Course Title	IBM FileNet P8 Platform Administration (V5.5.x)
Delivery Location	Customer Facility
Facilities to be provided by	Customer
Estimated Course Start Date	November 16, 2022
Estimated Course End Date	November 22, 2022
Duration	5 Days
Start and End Time	9:00am to approx. 5:00pm local time, unless otherwise agreed to
Number of students	Courses are priced for 1-6 students. The number of students should not exceed this highest number of students or the Client will be charged for additional students @ \$500 per student per day. No course shall exceed fifteen (15) students.
Language in which Courses and materials are delivered	English
Special Arrangements required	N/A

- a. be responsible for the selection and attendance of all students;
- b. be responsible for ensuring that any prerequisite training requirements are met;
- c. for all instructor-led online course(s), provide a list of attendees and their email addresses at least seven (7) calendar days prior to the Course Start Date and ensure attendees have tested connectivity as outlined in the eLab Setup & Test Guide provided by IBM;

Student Course Materials

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Student Course Materials include those Materials, created during the Service performance period or otherwise (such as those that pre-exist the Service), in which IBM or third parties have all right, title, and interest (including ownership of copyright). IBM will deliver one electronic copy (PDF) of the specified Materials to the student attending the class. IBM grants you an irrevocable, nonexclusive, worldwide, paid-up license for the student to use and display the course materials. Student Course Materials may not be further copied or distributed.

II. Key Assumptions

This SOW and Company's are based on the following key assumptions.

- A. Level of effort and pricing presented in this SOW and Supplemental Contract are limited to the professional services described herein and do not include:
 - i. Hardware, software products and maintenance.
 - ii. The services to install or upgrade hardware, third party system software or third-party application software components for Initial Production or development/test environments.
- B. Company reserves the right to subcontract services to technically qualified Consultants. Company shall notify the Authority prior to subcontractor performing services. The Authority reserves the right to approve or reject any such subcontractor.
- C. Company will provide project management for the Company's responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of Company project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.
- D. The System will be unavailable during migration.
- E. Maintenance Support is not included in this estimate.
- F. Authority is responsible for fully testing the system.
- G. Company resources control the keyboard.
- H. Authority is responsible for testing any custom applications and will need to manage this with the partner who developed the application.
- I. Production migrations must be scheduled at least two (2) weeks in advance.
- J. Additional resources and time for the development of "custom databases or applications" are not included.
- K. When performing remote work, Authority will provide VPN or web-based remote access into Authority's network and remote access to a workstation in that network that:
 - i. Can connect to all required servers
 - ii. Is preloaded with all required connectivity tools appropriate to the Authority's environment
 - 1) Product Subscription and Support Agreement is in place through Company.
 - 2) Additional resources and time for the development of "custom applications or any additional objects beyond what is included" are not included in this installation.
 - 3) The following components and services are not covered under this SOW:
 - i. Architectural Planning services
 - ii. Development Services

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- iii. Creation or Modification of all .jar files
- L. Scope is based on the following System Information:

	Current Source	Proposed Target
Content Process Engine	5.2.X	5.5.X
Content Search Services	5.2.X	5.5.X
WebSphere	8.5.5.X	9.0.X

1.1 Company Responsibilities

Under this SOW, Company will provide the number of hours of professional services as set forth in the “Charges” section below.

Company will:

- A. perform the work remotely, except for any project-related activity which Company determines would be best performed at the Authority’s facility in Tampa, Florida in order to complete its responsibilities under this SOW.
- B. provide the Services under this SOW during normal business hours, 8:30 AM to 5:15 PM, Eastern Time, Monday through Friday, except holidays. If necessary, Authority will provide after-hours access to Authority facilities to Company personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

1.2 Authority Responsibilities

Authority will:

- A. Backup of existing prod applications and data to be restored on to TEST Environment, before start of upgrade.
- B. Deliver TEST environment.
- C. Setup Company with VPN access as needed.
- D. make appropriate personnel available to assist Company in the performance of its responsibilities;
- E. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by Company consultants in the performance of their day-to-day responsibilities with Company;
- F. provide information and materials Company requires to provide the Services. Company will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by Authority or on behalf of the Authority;
- G. if making available any facilities, software, hardware or other resources in connection with Company’s performance of Services, obtain at no cost to Company any licenses or approvals related to these resources that may be necessary for Company to perform the Services. Company will be relieved of its obligations that

EXHIBIT B
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are adversely affected by Authority's failure to promptly obtain such licenses or approvals.

- H. ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect Company's ability to provide the Services. Unless specifically agreed to otherwise in writing, Authority is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;
- I. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Authority's existing systems, applications, programs, or data to which Company will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-Company products including those recommended by Company. Authority is solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;
- J. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security integrity of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;
- K. if Company requires access to Authority production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at the Authority's location when not in use by Company;
- L. pursuant to any applicable export compliance laws and regulations, Authority confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit Company from using global resources to provide Cloud Services or other Services. Authority will notify Company and obtain written agreement prior to providing or enabling any such access;
- M. designate an Authority Project Manager who will be the focal point for Company communications relative to this project and will have the authority or coordinate with such authorized individual to act on behalf of the Authority in all matters regarding this project.
- N. provide a Project Lead with sufficient authority to:
 - i. Represent customer's interests
 - ii. Serve as the focal point for all decisions and communications
 - iii. Coordinate activities assigned to customer resources
 - iv. Sign project-related documents

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- O. make available all customer personnel required for this project based on the agreed-upon project schedule. Any significant delays caused by customer personnel not being available or project prerequisites not being met may result in schedule delays, which can impact the project sufficiently to require a chargeable PCR addressing additional or extended Company personnel requirements and additional costs.
- P. provide all information and materials reasonably required to enable Delivery Consultant to provide the Services, if any. Authority agrees that all information disclosed or to be disclosed to Company is and will be true, accurate and not misleading in any material respect. Company will not be liable for any loss, damage or deficiencies in the Services, if any, arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Authority.
- Q. Ensure all project prerequisites are in place prior to the commencement of activities.
- R. provide any decisions, approvals, and information within three (3) business days of receiving a request.
- S. provide all appropriate installed computer facilities and related space required by our personnel.
- T. obtain all authorizations for Company and our subcontractors to access, use, and modify non-Company products or information necessary for us to fulfill our obligations under this Statement of Work without violating any third-party rights. For greater certainty, we are relieved of any obligations adversely affected by Authority's failure to do this.
- U. identify internal personnel to fill the roles of the project team which may include, but not limited to the following:
 - i. Project Manager
 - ii. Project Lead
 - iii. Systems Administrator
 - iv. Database Administrator
 - v. Server Administrator
- V. make available all project resources in a timely manner.
- W. ensure DBA completes all database activity.
- X. be responsible for moving all storage as needed.
- Y. be responsible for installing and configuring Authority's Single Sign-On (SSO) solution.
- Z. provide a Content Manager supported SSO Provider (As identified in HW/SW requirements) prior to implementation.
- AA. be responsible for installation and configuration of any additional servers required for the SSO solution.
- BB. be responsible for creation, installation, and configuration of all SSL certificates.

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- CC. be responsible for configuration of all SSL ports.
- DD. be responsible for all backups of the environment(s) before and after the installation(s).
- EE. ensure all project pre-requisites are met before Company begins the installation of the product:
 - i. all hardware, software, and network configurations must meet BA requirements for system size and performance for the purchased software. This includes:
 - ii. installation and configuration of the operating system
 - iii. installation and configuration of customer supplied database.
 - iv. installation and/or application of appropriate levels of patches to meet BA's minimum requirements
 - v. all prerequisite hardware and software has been installed onto customer's designated BA servers
 - vi. perform a network check (verify server connectivity to network, addressing, correct protocol)
 - vii. download and stage all required Company software and fixpacks or patches to the appropriate servers to the appropriate servers prior to the resource arriving at customer's facility
 - viii. complete the Environment Prerequisite Checklist

1.3 Deliverable Materials

The following deliverables are provided to Authority as part of the Services:

Existing Works

- A. System Configuration and Checklist document
- B. Labor Summary

1.4 Completion Criteria

Company will have fulfilled its obligations under this SOW when the following occurs:

- A. Company completes the Company responsibilities, including provision of the deliverables
- B. Company provides the number of hours of Services specified in Charges, or in any subsequent change authorization
- C. FT has been successfully completed. Successful means successful deployment of the solution for Client's use.
- D. User Acceptance Testing has been successfully completed. Successful means
- E. Company has corrected and tested any issues or defects which has caused the test to fail.

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F. the Services are terminated in accordance with the provisions of this SOW and the Supplemental Contract.

1.5 Estimated Schedule

The Services will be provided between a start date to be determined by both parties and currently estimated to be September 8, 2022 (“Start Date”), and an estimated end date of October 30, 2022 (“End Date”), or on other dates mutually agreed to between Authority and Company.

1.6 Charges

Company has included the following estimated number of hours to assist the Authority in the implementation of the most recent version of FileNet P8. If the Parties determine that additional labor hours are required to successfully complete the project, the Parties shall add additional hour in accordance with Section IV. Scope of Services, Paragraph IV.B, Work Plan of the Supplemental Contract. Company shall not exceed the labor rates established herein for any additional hours.

Resource/Skill	Estimated Number of Hours	Rate per Hour
<i>Project Coordinator</i>	<i>34</i>	<i>\$278</i>
<i>Senior Consultant</i>	<i>188</i>	<i>\$320</i>

Instructor-led Training (Onsite or Online)

IBM will conduct the following private class(es) on a fixed-price basis. IBM will invoice you monthly for completed classes.

Course Code & Title	Duration (Days)	Number of Students
F2800G - IBM FileNet P8 Platform: Essentials (V5.5.x)	1	1-6
F2810G - IBM FileNet P8 Platform Administration (V5.5.x)	5	1-6

In addition to the charges above, Authority will be charged \$500 per day for each student in attendance in excess of 6 for each class. Classes are limited to a maximum of 15 students.

This fixed price is exclusive of any travel and living expenses, estimated to be \$5,000.00, and other reasonable expenses incurred in connection with the Services. If travel is required, you are responsible for all actual and reasonable travel and living expenses incurred by Company’s personnel during the performance of the Services. Any such travel expenses shall be in accordance with Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses

EXHIBIT B
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Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Company. Late payment fees may apply.

1. Additional Terms and Conditions

1.1 Data Processing Protection

Authority agrees that no Authority personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> will be provided to Company for processing on behalf of the Client under this transaction.

In the event of a change, Authority will notify Company in writing and Company's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and an agreed upon DPA Exhibit will apply and prevail over conflicting terms in the Agreement. The DPA Exhibit will be added as an Appendix to this transaction.

APPENDIX A PROJECT PROCEDURES

1.01 Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both Parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. Company will specify any charges for such investigation. If the PCR is approved, Company will complete a Work Plan in accordance with Article IV, Scope of Services, Section IV.B, Work Plan.

1.02 Deliverable Materials Acceptance Procedure

Except for Status Reports and Project Plans/Schedules, deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- A. One (1) draft of the deliverable Material will be submitted to Authority Project Manager in a format acceptable to the Authority. It is the Authority's Project Managers responsibility to make and distribute additional copies to any other reviewers.
- B. Within five (5) business days of receipt, Authority's Project Manager will either accept the deliverable Material or provide Company's Project Manager a written list of requested revisions. If Company receives no response from Authority Project Manager within five (5) business days, then the deliverable Material will be deemed accepted.
- C. Company's Project Manager will consider Authority timely request for revisions, if any, within the context of Company's obligations under the SOW.
- D. Those revisions agreed to by Company will be made and the deliverable Material will be resubmitted to Authority's Project Manager, at which time the deliverable Material will be deemed accepted.
- E. Those revisions not agreed to by Company will be managed in accordance with Appendix A-1: Project Change Control Procedure.

Exhibit C, Work Plan

Hillsborough County Aviation Authority

1. Work Plan No.:
2. Project Information
 - A. Project Purpose:
 - B. Project Description:
 - C. Project Scope of Work and Deliverables:
3. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		
4.		
5.		

B. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$
Printing	\$
Travel*	\$

Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Project Cost (Service Cost and Reimbursable Costs)	\$

**All travel related expenses must be in accordance with Authority Policy P412, Travel, Business Development, and Working Meals Expenses.*

C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

D. Additional Services and Changes to this Work Plan:
Company shall not perform services based on any changes to this Work Plan without prior written authorization from the Authority. No services will be paid for unless authorized by written Work Plan prior to the performance of such services. The Authority’s Vice President of Information Technology Services or designee will have the authority to execute any Work Plan. No services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Plan.

4. Payment

<insert applicable method of payment based on project length and/or milestones or deliverables>

<Projects one month and less>

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

OR

<Projects 30 to 90 days>

Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

OR

<Projects exceeding 90 days>

Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

Company acknowledges the acceptance of this Work Plan and has received a Purchase Order number.

Company: International Business Machines Corporation

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Information Technology Services

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

EXHIBIT D
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

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TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

- A. Travel Authorization and Approval:
 - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
 - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
 - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

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1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient

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TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

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TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

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Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

Scrutinized Company Certification



Hillsborough County Aviation Authority
 PO Box 22287
 Tampa, FL 33622
 Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of million or more.

Company: <u>International Business Machines Corporation (IBM)</u>		
Address: <u>1 New Orchard Road</u>		
City: <u>Armonk</u>	State: <u>NY</u>	Zip Code: <u>10504-1722</u>
Phone: <u>914-499-1900</u>	Email: <u>http://www.ibm.com</u>	
Federal ID Number: <u>13-0871985</u>		

I, Donald Lussier, as a representative of IBM
 certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Donald Lussier _____
 Signature Title Sales Specialist

Donald Lussier _____
 Printed Name Date 8-25-2022