



400 West 15th Street
Suite 1200 Austin, TX 78701

December 1, 2011

Region 14 Education Service Center
1 8 5 0 Highway 351
Abilene, Texas 79601

Dear Sir or Madam:

Thank you for the opportunity to respond to your RFP for Technology Solutions, 01-11. IBM is pleased to provide the attached response. We believe we have provided a comprehensive response that provides good value to Region 14 and NCPA as well as to your clients. 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 the opportunity to work with you.

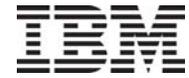
Sincerely,

Jerry Mixon

Jerry Mixon
Public Sector ITS Client Rep.

A handwritten signature in cursive script that reads "Tracy H. Diaz".

Tracy Diaz
Client Executive
Texas Public Sector



National Cooperative Purchasing Alliance Technology Solutions Solicitation Number: 01 - 11

Tracy Diaz

400 West 15th Street, Suite 1200, Austin, TX 78701

1-512-473-8194

tdiaz@us.ibm.com

December 1, 2011



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Executive Summary

Our Understanding of Your Goals

National Cooperative Purchasing Alliance (NCPA) is establishing a Master Agreement for Technology Solutions for use by Region 14 Education Service Center (ESC) and other public agencies supported under this contract.

NCPA assists public agencies to increase efficiency and reduce their costs when procuring goods and services. This goal will be accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of the entities nationwide.

The Master Agreement 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 discount 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 Approach to Meeting Your Goals

IBM is the largest provider of Technology and Services to public agencies nationwide. Our presence and experience in these markets allow us to leverage similar pricing discounts and support on a nationwide basis.

- IBM public sector account teams and assist NCPA in the marketing of this Master Services Agreement in all locations covered.
- These teams are dedicated to public sector accounts in all 50 states and the District of Columbia.
- Our public sector account teams cover state, cities, counties, healthcare, and all levels of education proving industry leading capability to promote and support this contract to provide public agencies cost savings on products, services, and administrative costs.
- Experienced account teams knowledgeable in public sector procurement processes and regulations.
- IBM has many other public sector contracts that include administrative fees and have administrative support in place for quarterly reporting and fee payments.

Why IBM?

Some key reasons why IBM offers an excellent solution for you:

1. Industry-leading IT services company
2. Public Sector is a key focus of IBM. Please see IBM's Smarter Cities web site:

[Smarter Cities](http://www.ibm.com/smarterplanet/us/en/smarter_cities/solutions/index.html) - http://www.ibm.com/smarterplanet/us/en/smarter_cities/solutions/index.html

[Smarter Planet Education](http://www.ibm.com/smarterplanet/education) - <http://www.ibm.com/smarterplanet/education>

[Smarter Government](http://www.ibm.com/smarterplanet/us/en/government/ideas/) - <http://www.ibm.com/smarterplanet/us/en/government/ideas/>

3. Trusted IT brand
4. Leadership in quality products and services
5. Deliver value
6. Nationwide coverage and support of public sector accounts with a dedicated and experience account teams
7. Leverage similar contracts with other public sector accounts nationwide

1 - Master Agreement

IBM believes that success in this endeavor can best be achieved through a professional business relationship predicated on mutually agreed responsibilities, costs and risk allocation as documented in a clear contractual agreement. IBM proposes that Region 14 ESC, NCPA, nor IBM shall be obligated in any manner with respect to the products and services proposed under this Solicitation until such time as a written contract reflecting mutually agreed upon terms and conditions is executed.

IBM's response and all Products and Services are offered solely under the terms and conditions of the IBM Customer Agreement ("ICA"), including any applicable Attachments and Transaction Documents. IBM considers this Agreement to represent a specific exception to the relevant portions of the terms and conditions contained in your Solicitation. IBM would be pleased to review in detail with Region 14 why IBM believes that it is in the best interests of the parties to utilize the ICA for this solicitation. As part of this review we would demonstrate to Region 14 how the ICA addresses many of the provisions contained in Region 14's standard terms. This would include identifying those additional terms contained in the ICA but not in Region 14's agreement, which are nevertheless necessary based upon the products and services to be provided by IBM.

IBM remains willing to negotiate additional or different terms and conditions if it is one of the selected vendors, but such additional or different terms may affect other terms of this Proposal, including schedule and price. IBM has included comments to selected items and requirements of the RFP for informational purposes, and not in all cases intending such responses to be in the resulting contract between the parties. IBM's failure to respond to any term, condition, or requirement should not be deemed acceptance, except as specifically provided for in this response.

The IBM Customer Agreement can be found in Appendix A.

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.**

IBM concurs.

Assignment of Contract

- **No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.**

Please note, as IBM proposes to utilize the IBM Customer Agreement as the basis for the terms and conditions governing IBM's products and services, the issue of assignment is fully addressed within that Agreement.

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.

IBM concurs.

Renewal of Contract

- Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

IBM concurs.

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.

IBM concurs.

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.

Unless otherwise arranged between the customer and IBM, 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, IBM 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

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

IBM concurs.

Payments

- The entity using the contract will make payments directly to the awarded vendor.

IBM concurs.

Pricing

- The awarded vendor agrees to provide pricing that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through the contract following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Region 14 ESC. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification if requested.

IBM is offering to NCPA products and services at prices that are industry competitive and/or are similar to prices IBM has offered or would offer to other similarly situated customers. Upon final agreement to the pricing, such pricing would only be adjusted by the mutual agreement of the parties on an annual basis. IBM does not guarantee lowest pricing but is willing to offer additional discounting per scope of opportunity or when promotions permit.

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

IBM concurs.

- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

IBM concurs for hardware and software products.

For IBM 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 System

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

– Detailed information as to proposed return policy on all equipment

Please note, as IBM proposes to utilize the IBM Customer Agreement as the basis for the terms and conditions governing IBM's products and services, the issue of warranty is fully addressed within that Agreement.

Please see Appendix A for Statement of Limited Warranty.

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.**

While IBM cannot agree to such a broad indemnity statement, we would offer the following uncapped indemnity:

IBM 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 IBM 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 IBM, provided that Region 14 ESC shall promptly notify IBM in writing of the claim, and allow IBM to control the defense and will cooperate with IBM in the defense and any related settlement negotiations.

Please note IBM's comments with regards to the NCPA Administrative Agreement for additional information.

Franchise Tax

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

To the best of our knowledge and belief, IBM is not currently delinquent in the payment of any Texas 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.**

IBM concurs.

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.

IBM concurs with the clarification that notification shall be in accordance with the terms and conditions of the applicable policy provisions.

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.

IBM concurs that it will comply with all local, state and federal laws applicable to IBM as a provider of information technology products and services.

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.

IBM understands.

Force Majeure

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

IBM concurs.

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.

IBM does not believe that any prevailing wage laws would be applicable to IBM's provision of products and services under any contract resulting from this solicitation.

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.

IBM is in general agreement with the termination rights provided for above, with the understanding that IBM would be reimbursed for any products and services IBM delivers through the date of termination, as well as any reimbursable expenses IBM incurs. IBM would also seek reimbursement of any applicable adjustment or termination charges and for expenses IBM incurs as a result of such termination (which IBM will take reasonable steps to mitigate), all in accordance with the provisions of the IBM Customer Agreement which can be found in Appendix A.

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.

IBM understands.

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.

IBM concurs

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.

IBM understands.

Contract Term

- The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one---year terms.

IBM concurs with the understanding that such renewals will be 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.

IBM understands.

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.

IBM concurs

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, when possible.
Estimated Quantities
- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 --- \$100 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

IBM understands.

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.

IBM understands.

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.

IBM understands, however IBM's offer to contract with Region 14 ESC is based upon IBM's response to the solicitation and IBM's modifications, exceptions and clarifications thereto.

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.**

Please note, as IBM proposes to utilize the IBM Customer Agreement as the basis for the terms and conditions governing IBM's products and services, some of the items within the NCPA Administration Agreement are fully addressed within that Agreement. Please see edits to Tab 2, NCPA Administrative Agreement.

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.**

IBM understands.

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.**

IBM understands.

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.**

IBM understands.

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.

IBM understands.

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.**

IBM understands.

References (15 points)

- **A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years**

IBM understands.

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**

IBM understands.

Value Added Services Description, Products and/or Services (10 points)

- **Marketing and Training**
- **Customer Service**

IBM understands.

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 as~~ **clarified** in writing **in IBM's response**. 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	IBM
Address	400 W 15TH St.
City/State/Zip Telephone No.	Austin, TX 78701 1-512-473-8194
Fax No.	1-512-473-8194
Email address	tdiaz@us.ibm.com
Printed name Position with company Authorized signature	
	Tracy Diaz, IBM Client Executive

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 coefficient for each state if it varies. ALL 50 states and DC

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

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

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

This section is not applicable to IBM, however, IBM does on an on-going basis seek out and engage M/WBE and HUB firms to help implement and provide assistance on contracts as subs. 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

IBM is headquartered in Armonk, NY, however we have a presence in all 50 states and the District of Columbia.

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: Bill Pazda

Title: Sales Reporting

Company: IBM

Address: 7100 Highlands Parkway

City: State: Zip: Smyrna, GA 30082

Phone: 770-863-2179 Email: pazda@us.ibm.com

– Purchase Orders

Contact Person: Bill Pazda

Title: Contract Specialist

Company: IBM

Address: 7100 Highlands Parkway

City: State: Zip: Smyrna, GA 30082

Phone: 770-863-2179 Email: contracta@us.ibm.com

– Sales and Marketing

Contact Person: Eric Rice

Title: Contracts Sales Manager

Company: IBM

Address: 7100 Highlands Parkway

City: State: Zip: Smyrna, GA 30082

Phone: 770-863-1572 Email: erice2@us.ibm.com

Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes* No

*Yes for continue services engagements lasting over 12 months, additional discounts may be available, this excludes maintenance type agreements.

*Yes for hardware products to be negotiated at time of transaction, if quantities warrant so.

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
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4 - 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, incorporated in the State of New York in 1911, is a widely held, publicly traded company listed on the New York Stock Exchange. Originally called the Computing Tabulating Recording Company, manufacturing products ranging from commercial scale and industrial time recording equipment to tabulators and punched cards, it was renamed International Business Machines (IBM) in 1924. Today, IBM, #18 on the Fortune 500 list reported 2010 revenues of \$99.9 billion and employs 427,000 people in 170 countries. For more information, please visit our Website at <http://www.ibm.com>.

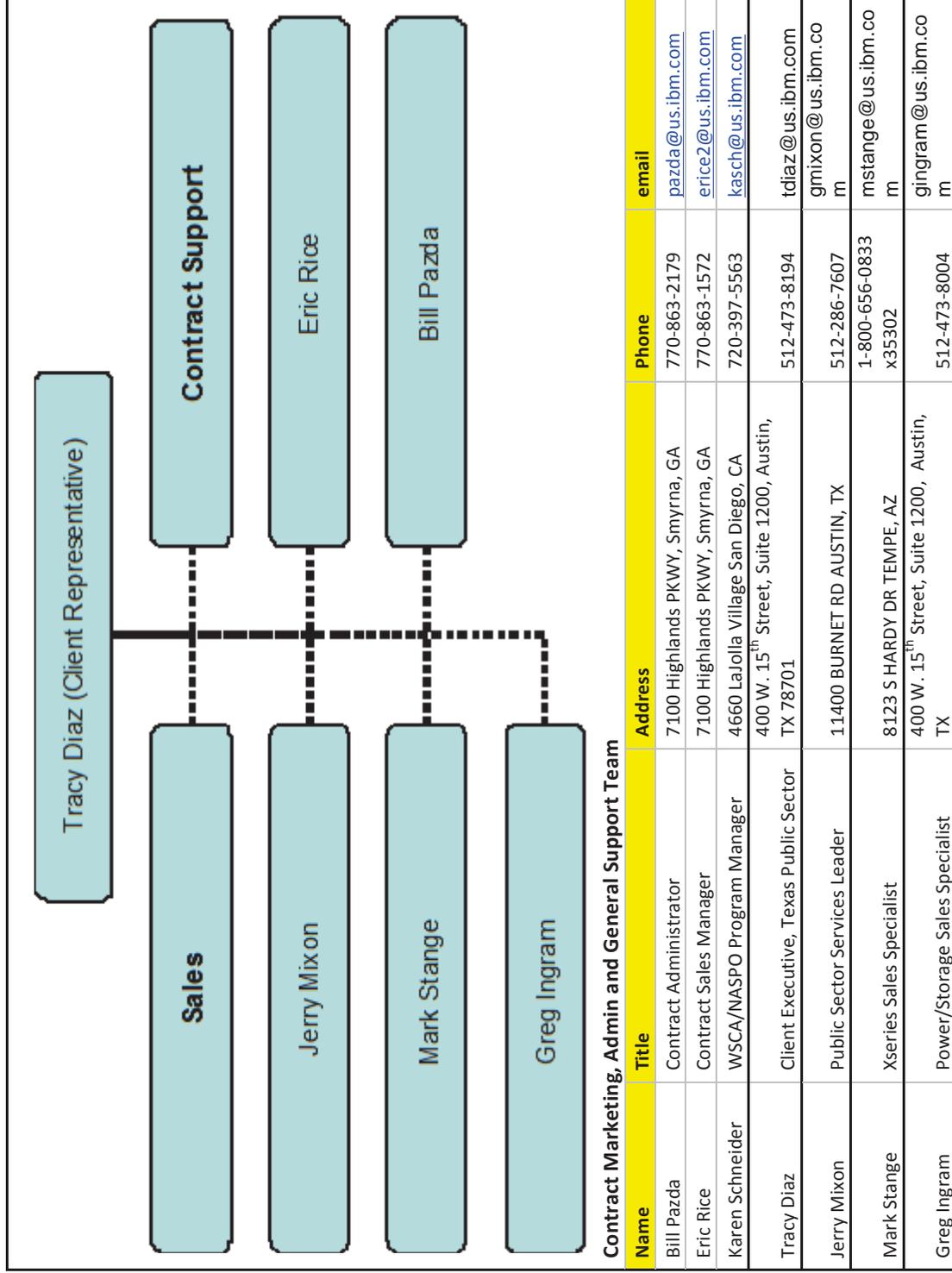
Company's Dun & Bradstreet (D&B) number.

IBM's Dun and Bradstreet number is: DUNS 00-136-8083.



Solicitation Number: 01 - 11

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



Contract Marketing, Admin and General Support Team

Name	Title	Address	Phone	email
Bill Pazda	Contract Administrator	7100 Highlands PKWY, Smyrna, GA	770-863-2179	pazda@us.ibm.com
Eric Rice	Contract Sales Manager	7100 Highlands PKWY, Smyrna, GA	770-863-1572	erice2@us.ibm.com
Karen Schneider	WSCA/NASPO Program Manager	4660 LaJolla Village San Diego, CA	720-397-5563	kasch@us.ibm.com
Tracy Diaz	Client Executive, Texas Public Sector	400 W. 15 th Street, Suite 1200, Austin, TX 78701	512-473-8194	tdiaz@us.ibm.com
Jerry Mixon	Public Sector Services Leader	11400 BURNET RD AUSTIN, TX	512-286-7607	gmixon@us.ibm.com
Mark Stange	Xseries Sales Specialist	8123 S HARDY DR TEMPE, AZ	1-800-656-0833 x35302	mstange@us.ibm.com
Greg Ingram	Power/Storage Sales Specialist	400 W. 15 th Street, Suite 1200, Austin, TX	512-473-8004	gingram@us.ibm.com



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Corporate office location.

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

There are 461 locations in the US, and 1 164 internationally for a total of 1625 active locations. Any further breakout of location data is for IBM internal use only.

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

Contract Support					
Name	Title	Address	Phone	email	
Bill Pazda	Contract Administrator	7100 Highlands PKWY, Smyrna, GA	770-863-2179	pazda@us.ibm.com	
Eric Rice	Contract Sales Manager	7100 Highlands PKWY, Smyrna, GA	770-863-1572	erice2@us.ibm.com	
Karen Schneider	WSCA/NASPO Program Manager	4660 LaJolla Village San Diego, CA	720-397-5563	kasch@us.ibm.com	
Tracy Diaz	Client Executive, Texas Public Sector	400 W. 15 th Street, Suite 1200, Austin, TX 78701	512-473-8194	tdiaz@us.ibm.com	
Jerry Mixon	Public Sector Services Leader	11400 BURNET RD AUSTIN, TX	512-286-7607	gmixon@us.ibm.com	
Mark Stange	Xseries Sales Specialist	8123 S HARDY DR TEMPE, AZ	1-800-656-0833 x35302	mstange@us.ibm.com	
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Define your standard terms of payment.

Most invoices are due upon receipt, as stated in the IBM Customer Agreement, and payable within thirty (30) days. IBM Global Finance (lease) invoices has a 30 day term, are due upon receipt, as stated in the IBM Customer Agreement, and payable within thirty (30) days. 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 over 170 countries. The company participates in the highly competitive information technology (IT) industry, 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.

The market for each of the company's business segments is characterized by aggressive competition among all types of competitors. 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. In order to maintain leadership in the IT industry, a corporation must continue to invest, innovate and integrate. Over the past several years, 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 internal investments and strategic acquisitions. 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**


Include an audited income statement and balance sheet from the most recent reporting period. What differentiates your company from competitors?

IBM Financial Information can be found in Appendix A.

With 2010 revenues of \$99.9 billion, net income of \$14.8 billion and with total assets of \$113.5 billion, IBM Corporation demonstrates its financial strength and the ability to perform on a long-term basis.

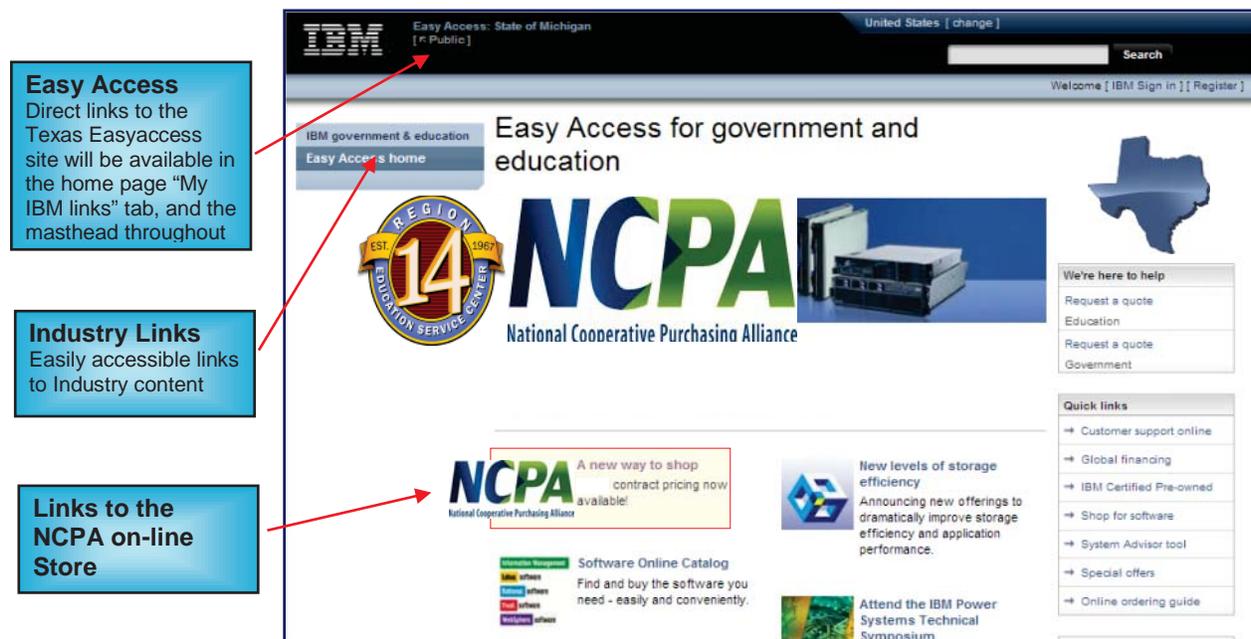
Please visit the following web site for IBM's Annual Report and financial information:
<http://www.ibm.com/annualreport/>.

We believe that an evaluation of IBM's financial statements will reveal IBM's fundamentally sound financial strength. Describe how your company will market this contract if awarded.

Describe how your company will market this contract if awarded.

If awarded, IBM will bring a team of highly skilled and talented sales and marketing professionals to assist in letting our clients know about this new partnership. Our efforts will include, but not limited to:

1. Website
 - a. Develop NCPA web link from IBM.com State of Texas EasyAssess page
 - b. Develop NCPA page to showcase offerings and pricing
 - i) Provide links to product for customer education
 - ii) List IBM contacts
2. Email
 - a. Email client base to announce IBM contract award (sent at time of bid award)
 - i) Description of available Services and Products
 - ii) Periodically notify clients of available promotions
 - b. Email client base to announce IBM purchasing options on NCPA contract
 - c. Ongoing email to inform customers about IBM products/services and our website
3. Phone
 - a. Educate clients on benefits of the contract during client calls
4. Customer Information Sessions, including Webinars and road shows
5. Social Media Messages



Mock-Up of potential IBM NCPA Website:

Describe how you intend to introduce NCPA to your company.

Should IBM be awarded a contract, internal notification and promotion of the contract would be handled via several actions:

1. Email notification to IBM Public Sector Sales executives in each region covered with intent to cascade to all public sector sellers
2. Scheduled internal informational /orientation webcast/conference call for extended sales 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.
- Performance reports:
 - Order Status - lists all items ordered with part status.
 - Asset Tracking - displays customizable reports including serial numbers or other selectable choices.
 - Purchase Report - lists purchase prices for all shipped items.
 - Cycle Time - reports elapsed time from Order Receipt Date to Order Ship Date, or to Delivery Date.
 - Run Rate - shows past 30 days of actual orders and shipments.
 - Backlog - lists line items that have not yet shipped.
 - Reschedule - displays items, rescheduled by IBM, since initial shipment scheduling.
- 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.

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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.)

IBM Serv

IBM gives you single-source support and direct access to a comprehensive set of online tools for rapid identification and resolution of problems. With our global network, we can provide around-the-clock access to support specialists who are backed by vast IBM resources. We can leverage extensive relationships and expertise in multivendor products to support IBM and non-IBM products and complex environments. And with a variety of service options, we can deliver the level of support that meets your unique needs.

IBM's global footprint and top talent reflect our IT services leadership position.

- IBM presence in 170 countries, support in 200 countries, speaking 165 languages
- World-class remote technical support and local, on-site service infrastructure
- 51 client service centers, including:
 - Call entry and Level 1 remote technical support centers
 - with national language support
 - Level 2 remote technical support centers with higher-level skills and deeper product knowledge
- Last-level support centers, including:
 - 8 global research laboratories
 - 21 hardware and software development laboratories

With nearly 15,000 technicians and support personnel, 400 parts distribution centers and more than 80 support centers located worldwide, our global presence and resources allow IBM to provide support services around the clock, in your local language. In addition, our massive, global support databases allow us to share a vast knowledge base with these technicians and your organization, improving the ability to diagnose and remedy problems quickly and accurately. Organizations that develop a maintenance and technical support relationship with IBM can do so with confidence. As a leading service provider and technology innovator, IBM will continue to deliver extraordinary maintenance and support performance driven by a deep commitment to meeting your needs today and tomorrow.

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 is committed to environmental affairs leadership in all of its business activities. IBM has had long-standing corporate policies of providing a safe and healthful work place, protecting the environment, and conserving energy and natural resources, which were formalized in 1967, 1971 and 1974 respectively. They have served the environment and our business well over the years and provide the foundation for the following corporate policy objectives:

- Provide a safe and healthful workplace and ensure that personnel are properly trained and have appropriate safety and emergency equipment.
- Be an environmentally responsible neighbor in the communities where we operate, and act promptly and responsibly to correct incidents or conditions that endanger health, safety, or the environment. Report them to authorities promptly and inform affected parties as appropriate.
- Conserve natural resources by reusing and recycling materials, purchasing recycled materials, and using recyclable packaging and other materials.
- Develop, manufacture, and market products that are safe for their intended use, efficient in their use of energy, protective of the environment, and that can be reused, recycled or disposed of safely.
- Use development and manufacturing processes that do not adversely affect the environment, including developing and improving operations and technologies to minimize waste, prevent air, water, and other pollution, minimize health and safety risks, and dispose of waste safely and responsibly.
- Ensure the responsible use of energy throughout our business, including conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy sources when feasible.
- Participate in efforts to improve environmental protection and understanding around the world and share appropriate pollution prevention technology, knowledge and methods.
- Utilize IBM products, services and expertise around the world to assist in the development of solutions to environmental problems.
- Meet or exceed all applicable government requirements and voluntary requirements to which IBM subscribes. Set and adhere to stringent requirements of our own no matter where in the world the company does business.
- Strive to continually improve IBM's Environmental management system and performance, and periodically issue progress reports to the general public.
- Conduct rigorous audits and self-assessments of IBM's compliance with this policy, measure progress of IBM's environmental affairs performance, and report periodically to the Board of Directors.

Every employee and every contractor on IBM premises is expected to follow this policy and to report any environmental, health, or safety concern to IBM management. Managers are expected to take prompt action.

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.

As IBM is a large, publicly owned corporation we do not believe this section is generally applicable to IBM, as there are no unique licenses, registrations or certifications that would be applicable. IBM maintains the necessary business licenses in the various jurisdictions in which we operate, as well as the necessary licenses related to IBM's manufacturing operations. We would be pleased to discuss this matter further should NCPA have a specific area of concern.

5 - Products and Services / Scope

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.

IBM Products and Offerings currently available through this contract:

- IBM Hardware and Maintenance – Storage, Tape, and Servers
- IBM Software Products and Software Subscription and Support-Entitled Software Products
- IT Professional Services – fixed price and hourly rate services

IBM is proposing Government pricing provided to the Federal government via the GSA schedule for hardware and services as the reference price for this proposal. In addition, IBM is willing to offer additional discounting per scope of opportunity or when promotions permit.

For a detailed list of products available through this contract please visit this site:

<http://www-304.ibm.com/easyaccess3/gsa/contenttemplate/!!/xmlid=105301>

We have included hardware and services pricing files as part of this response. For a complete list, including software, please refer to the links on this site titled:

- 1). IBM Hardware available to state, local government and education
- 2). IBM Software available to state, local government and education
- 3). IBM Services available to state, Local government and education

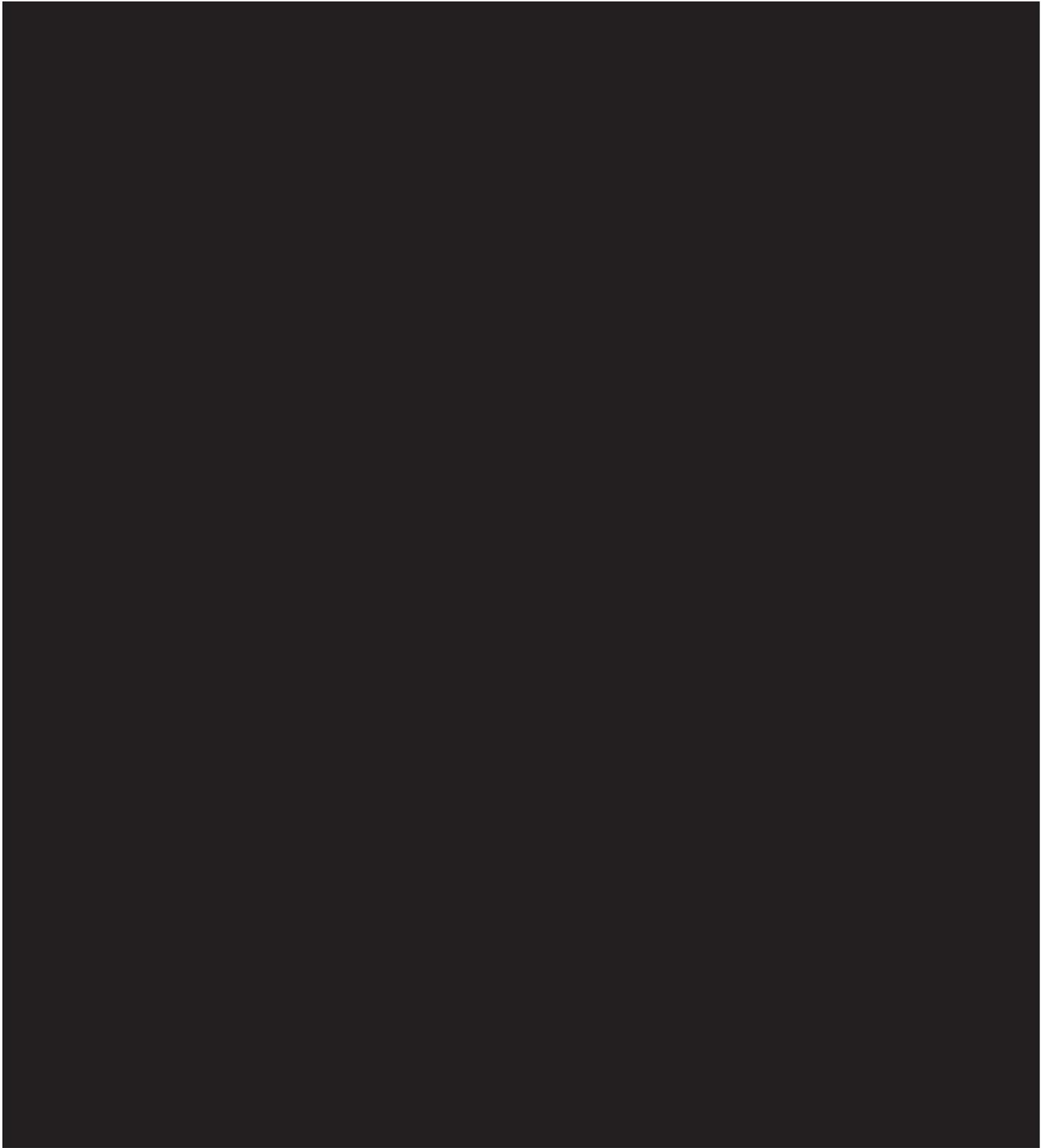
6 – References

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







7 – Pricing

Please submit price list electronically. 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 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
- Manufacturer's Suggested Retail Price
- Discount to NCPA participating entities
- Net price to NCPA participating entities (including freight)

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.



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.

IBM has extensive experience with supporting high-demand, critical environments for its clients. Since our inception, IBM's services organization has provided superior services related to the support of our technology products. Throughout the years, we have built on these offerings, and today IBM is recognized as the worldwide leader in providing a comprehensive and current portfolio of IT services.

IBM uses global, standard processes to support our clients. Based on ITIL and CMMI certified best practices and 40 years of experience in providing services, our processes are implemented globally in all of our service delivery centers and are integrated with IT and business process services. Continuous improvement is core to keeping these models leading edge. These processes are part of IBM's business controls, which are in place to provide consistent, global results and customer benefits.

IBM Global Services enjoys a reputation for customer satisfaction that is unequalled in the industry. Our goal is to not only deliver committed levels of service, but to delight our customers. As evidenced by every measurement, our client base enthusiastically endorses IBM Global Services as a quality services provider and business partner. We have proven that the organization that invented many of the tools and procedures used to deliver high quality service throughout the information industry also has the expertise to use those skills and assets to deliver high quality service. Our customers recognize this and this reality is reflected in high customer satisfaction. Integrity and trust coupled with a highly flexible attitude and approach to addressing the dynamics of the marketplace are also frequently-cited attributes ascribed to IBM Global Services by its clients.

The ability for us to provide complete solutions which can include IBM hardware and software, third party hardware and software, and a range of professional services can serve the public sector market well. Clients can find tremendous value to be able to procure a complete solution via a single contract. We would like to propose that this contract could include not only IBM hardware and services, but also software, new solution offerings (such as Smarter Cities solutions), training, and third party products that help provide clients a complete solution.

IBM has a wide variety of valued services.

Training

IBM offers a comprehensive portfolio of technical training and education services designed for individuals, companies, and public organizations to acquire, maintain and optimize their IT skills.

Special discounts on Education Packs are also available. Benefits of Education Packs are as follows:

- Reach your skill-building goals
- Track your training expenditures easily and conveniently online
- Protect your annual training budget and lock in savings for the next 12 months

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- Train multiple people across your organization with one account
- Save on public or on-site classes, instructor-led online (ILO) classes or self-paced virtual classes, selected e-learning courses and IBM Technical Conferences
- For on-site or customized classes, save on instructor travel and living expenses, equipment, room rentals, and instructor mentoring services
- Use your account for 12 months from the date of activation

Marketing

IBM's marketing team will assist in designing contract awareness announcements for our clients. They will also assist in internal marketing messages to help educate our sales teams on the products, services which are available to eligible clients.

The following is a sample of Value Added Services. It is not intended to be a comprehensive list.

- Assessment
- Design
- Implementation including:
 - Disaster Recovery Services

Smarter Cities

The majority of us live in cities, and the percentage is growing. Municipal leaders who run the complex network of diverse people, expected services and aging infrastructure are on a constant search for more efficient ways to analyze data, anticipate problems and coordinate resources in their cities. IBM has engaged our research and innovation to focus on helping cities leverage resources and information to serve their citizens and prepare for the future. As part of our Smarter Cities initiative, we have developed services capabilities and solution offerings to help address some of the issues cities and local governments face. We would like to be able to make those services and solutions available to Region 14 ESC and NCPA clients – and would like to be able to add new solutions as they are announced.

For example, we recently announced the IBM Intelligent Operations Center for Smarter Cities. As centers of business, culture and life, cities are logical places to integrate many of the Smarter Planet principles and innovations in public safety, transportation, water, building, social services and agencies. A new kind of solution, the IBM Intelligent Operations Center for Smarter Cities, (also available for cloud), synchronizes and analyzes efforts among sectors and agencies as they happen, giving decision makers consolidated information that helps them anticipate—rather than just react to—problems. By using these tested approaches, cities can manage growth and development in a sustainable way that minimizes disruptions and helps increase prosperity for everyone.

These types of solutions vary in size and scope depending on the needs of our clients. Pricing, therefore, varies as well. We would be happy to discuss these offerings to determine the best way to include them in this contract.

Comprehensive Solutions

IBM consultants and services specialists work with clients to implement complete solutions. Often those solutions may include the design, implementation, and support of third party products. For example, an infrastructure project may include IBM servers and networking products, but may also call for third party networking, telecommunication, software, etc. products to complete the solution. Our clients find it valuable to be able to include all of the necessary products as part of a single project and procurement.

IBM has the ability to include those required third party products in our overall solution as part of a single overall transaction. To provide the best, most comprehensive offering to Region 14 ESC and NCPA's clients, we would like to offer to include the third party vendor's products as part of our contract, such as Cisco, Avaya, etc. Discounts would vary by vendor and project.

9 - Required Documents

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

Title of Authorized Representative: Client Executive, Texas Public Sector

Mailing Address: 400 West 15th Street, Suite 1200 Austin, TX 78701

Signature:*



** In EPA Case No. 08-0113-00, the EPA issued a Notice of Suspension to IBM dated March 27, 2008, which was withdrawn on April 4, 2008. No charges were ever brought against IBM or IBM employees. For relevant information about this matter, please see page 20 of IBM's SEC Form 10-Q available at this link: http://sec.gov/Archives/edgar/data/51143/000110465909026661/a09-10849_110q.htm*

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 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.



Signature of Respondent* _____

Date December 1, 2011 _____

** IBM takes exception to the statement under the Contractor's Employment Eligibility form which states that ... "All costs necessary to verify compliance are the responsibility of the Contractor." IBM acknowledges that all costs necessary for IBM to demonstrate compliance are the responsibility of IBM, but any costs incurred by a Participating Entity, is that Participating Entities responsibility.*

With regards to the Fingerprint and Background Checks, while IBM is of the general opinion that such checks should not be necessary based upon the products and services proposed in this response, if they are, IBM is not able to furnish a full set of fingerprints to a school district. We would need to make the appropriate arrangements with the applicable sheriffs' office or other law enforcement agency.



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Antitrust Certification Statements

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.

Vendor: IBM Bidder

Signature

Address: 400 West 15th Street,

Suite 1200 Austin, TX 78701 Printed Name

Phone: 1-512-473-8194

Position with Company

Fax: Authorizing Official:

Signature

Printed Name

Position with Company

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

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Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity; and
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i) The name of the entity receiving the subaward;
 - ii) The amount of the subaward;
 - iii) The transaction type;
 - iv) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v) Program source;
 - vi) An award title descriptive of the purpose of each funding action;

- vii) The location of the entity receiving the subaward;
 - viii) The primary location of the subaward, including the city, state, congressional district and country; and
 - ix) A unique identifier of the entity receiving the subaward and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
 - f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be commingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLE BLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

F E M A Standard Terms and Conditions Addendum for Contracts and Grants

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 72 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 agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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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.

** IBM would seek notification when the terms and conditions under the "FEMA Standard Terms and Conditions Addendum for Contracts and Grants" and/or the "Required Clauses for Federal Assistance Provided by FTA" apply to an order, so that IBM is in a position at that time to assess the feasibility of and acceptance of such order.*

Required Clauses for Federal Assistance by FTA

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

State Notice Addendum

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

Nationwide: [http://www.usa.gov/Agencies/Local Government/Cities.shtml](http://www.usa.gov/Agencies/Local%20Government/Cities.shtml) Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon		
1	CEDAR MILL COMMUNITY LIBRARY	11	CITY OF BURNS
2	CITY COUNTY INSURANCE SERVICES	12	CITY OF CANBY
3	CITY OF ADAIR VILLAGE	13	CITY OF CANNON BEACH OR
4	CITY OF ALBANY	14	CITY OF CANYONVILLE
5	CITY OF ASHLAND	15	CITY OF CENTRAL POINT POLICE DEPARTMENT
6	CITY OF ASTORIA OREGON	16	CITY OF CLATSKANIE
7	CITY OF AUMSVILLE	17	CITY OF COBURG
8	CITY OF AURORA	18	CITY OF CONDON
9	CITY OF BEAVERTON	19	CITY OF COOS BAY
10	CITY OF BOARDMAN	20	CITY OF CORVALLIS
		21	CITY OF COTTAGE GROVE
		22	CITY OF CRESWELL
		23	CITY OF DALLAS

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24	CITY OF DAMASCUS	96	RIVERGROVE WATER DISTRICT
25	CITY OF DUNDEE	97	SUNSET EMPIRE PARK AND RECREATION
26	CITY OF EAGLE POINT	98	THE NEWPORT PARK AND RECREATION CENTER
27	CITY OF ECHO	99	TILLAMOOK PEOPLES UTILITY DISTRICT
28	CITY OF ESTACADA	100	TUALATIN VALLEY FIRE & RESCUE
29	CITY OF EUGENE	101	WEST VALLEY HOUSING AUTHORITY
30	CITY OF FAIRVIEW		
31	CITY OF FALLS CITY	No.	Counties and Parishes
32	CITY OF GATES	1	ASSOCIATION OF OREGON COUNTIES
33	CITY OF GEARHART	2	BENTON COUNTY
34	CITY OF GERVAIS	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
35	CITY OF GOLD HILL	4	CLATSOP COUNTY
36	CITY OF GRANTS PASS	5	COLUMBIA COUNTY, OREGON
37	CITY OF GRESHAM	6	COOS COUNTY HIGHWAY DEPARTMENT
38	CITY OF HAPPY VALLEY	7	CROOK COUNTY ROAD DEPARTMENT
39	CITY OF HILLSBORO	8	CURRY COUNTY OREGON
40	CITY OF HOOD RIVER	9	DESCHUTES COUNTY
41	CITY OF JOHN DAY	10	DOUGLAS COUNTY
42	CITY OF KLAMATH FALLS	11	GILLIAM COUNTY
43	CITY OF LA GRANDE	12	GILLIAM COUNTY OREGON
44	CITY OF LAKE OSWEGO	13	GRANT COUNTY, OREGON
45	CITY OF LAKESIDE	14	HARNEY COUNTY SHERIFFS OFFICE
46	CITY OF LEBANON	15	HOOD RIVER COUNTY
47	CITY OF MALIN	16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
48	CITY OF MCMINNVILLE	17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
49	CITY OF MEDFORD	18	JEFFERSON COUNTY
50	CITY OF MILL CITY	19	KLAMATH COUNTY VETERANS SERVICE OFFICE
51	CITY OF MILLERSBURG	20	LAKE COUNTY
52	CITY OF MILWAUKIE	21	LANE COUNTY
53	CITY OF MORE	22	LINCOLN COUNTY
54	CITY OF MOSIER	23	LINN COUNTY
55	CITY OF NEWBERG	24	MARION COUNTY , SALEM, OREGON
56	CITY OF NORTH PLAINS	25	MORROW COUNTY
57	CITY OF OREGON CITY	26	MULTNOMAH COUNTY
58	CITY OF PHOENIX	27	MULTNOMAH COUNTY
59	CITY OF PILOT ROCK	28	MULTNOMAH LAW LIBRARY
60	CITY OF PORT ORFORD	29	NAMI LANE COUNTY
61	CITY OF PORTLAND	30	POLK COUNTY
62	CITY OF POWERS	31	SHERMAN COUNTY
63	CITY OF REDMOND	32	UMATILLA COUNTY, OREGON
64	CITY OF REEDSPORT	33	UNION COUNTY
65	CITY OF RIDDLE	34	WALLOWA COUNTY
66	CITY OF SALEM	35	WASCO COUNTY
67	CITY OF SANDY	36	WASHINGTON COUNTY
68	CITY OF SANDY	37	YAMHILL COUNTY
69	CITY OF SCAFFPOOSE	1	BOARD OF WATER SUPPLY
70	CITY OF SEASIDE	2	COUNTY OF HAWAII
71	CITY OF SHADY COVE	3	MAUI COUNTY COUNCIL
72	CITY OF SHERWOOD	No.	Higher Education
73	CITY OF SPRINGFIELD	1	BIRTHINGWAY COLLEGE OF MIDWIFERY
74	CITY OF ST. PAUL	2	BLUE MOUNTAIN COMMUNITY COLLEGE
75	CITY OF STAYTON	3	CENTRAL OREGON COMMUNITY COLLEGE
76	CITY OF TIGARD, OREGON	4	CHEMEKETA COMMUNITY COLLEGE
77	CITY OF TUALATIN, OREGON	5	CLACKAMAS COMMUNITY COLLEGE
78	CITY OF WARRENTON	6	COLUMBIA GORGE COMMUNITY COLLEGE
79	CITY OF WEST LINN/PARKS	7	GEORGE FOX UNIVERSITY
80	CITY OF WILSONVILLE	8	KLAMATH COMMUNITY COLLEGE DISTRICT
81	CITY OF WINSTON	9	LANE COMMUNITY COLLEGE
82	CITY OF WOOD VILLAGE	10	LEWIS AND CLARK COLLEGE
83	CITY OF WOODBURN	11	LINFIELD COLLEGE
84	CITY OF YACHATS	12	LINN-BENTON COMMUNITY COLLEGE
85	FLORENCE AREA CHAMBER OF COMMERCE	13	MARYLHURST UNIVERSITY
86	GASTON RURAL FIRE DEPARTMENT	14	MT. HOOD COMMUNITY COLLEGE
87	GLADSTONE POLICE DEPARTMENT	15	MULTNOMAH BIBLE COLLEGE
88	HOUSING AUTHORITY OF THE CITY OF SALEM	16	NATIONAL COLLEGE OF NATURAL MEDICINE
89	KEIZER POLICE DEPARTMENT	17	NORTHWEST CHRISTIAN COLLEGE
90	LEAGUE OF OREGON CITIES	18	OREGON HEALTH AND SCIENCE UNIVERSITY
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT	19	OREGON UNIVERSITY SYSTEM
92	METRO	20	PACIFIC UNIVERSITY
93	MONMOUTH - INDEPENDENCE NETWORK	21	PORTLAND COMMUNITY COLLEGE
94	PORTLAND DEVELOPMENT COMMISSION	22	PORTLAND STATE UNIV.
95	RAINIER POLICE DEPARTMENT	23	REED COLLEGE

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24	ROGUE COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
26	TILLAMOOK BAY COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
27	UMPUQA COMMUNITY COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON E
28	WESTERN STATES CHIROPRACTIC COLLEGE	65	MCMINNVILLE SCHOOL DISTRICT NO.40
29	WILLAMETTE UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
1	ARGOSY UNIVERSITY	67	MITCH CHARTER SCHOOL
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	68	MOLALLA RIVER ACADEMY
3	COLLEGE OF THE MARSHALL ISLANDS	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	70	MONROE SCHOOL DISTRICT NO.1J
5	UNIVERSITY OF HAWAII AT MANOA	71	MORROW COUNTY SCHOOL DISTRICT
No.	K - 12	72	MT. ANGEL SCHOOL DISTRICT NO.91
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	73	MT.SCOTT LEARNING CENTERS
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	74	MULTISENSORY LEARNING ACADEMY
3	BAKER SCHOOL DISTRICT 5-J	75	MULTNOMAH EDUCATION SERVICE DISTRICT
4	BANDON SCHOOL DISTRICT	76	MYRTLE POINT SCHOOL DISTRICT NO.41
5	BANKS SCHOOL DISTRICT	77	NEAH-KAH-NIE DISTRICT NO.56
6	BEAVERTON SCHOOL DISTRICT	78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
7	BEND / LA PINE SCHOOL DISTRICT	79	NOBEL LEARNING COMMUNITIES
8	BEND-LA PINE SCHOOL DISTRICT	80	NORTH BEND SCHOOL DISTRICT 13
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C	81	NORTH CLACKAMAS SCHOOL DISTRICT
10	CANBY SCHOOL DISTRICT	82	NORTH SANTIAM SCHOOL DISTRICT 29J
11	CANYONVILLE CHRISTIAN ACADEMY	83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
12	CASCADE SCHOOL DISTRICT	84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON	85	NYSSA SCHOOL DISTRICT NO. 26
14	CENTENNIAL SCHOOL DISTRICT	86	ONTARIO MIDDLE SCHOOL
15	CENTRAL CATHOLIC HIGH SCHOOL	87	OREGON TRAIL SCHOOL DISTRICT NO.46
16	CENTRAL POINT SCHOOL DISTRICT NO. 6	88	OUR LADY OF THE LAKE SCHOOL
17	CENTRAL SCHOOL DISTRICT 13J	89	PHILOMATH SCHOOL DISTRICT
18	CLACKAMAS EDUCATION SERVICE DISTRICT	90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
19	COOS BAY SCHOOL DISTRICT	91	PORTLAND ADVENTIST ACADEMY
20	COOS BAY SCHOOL DISTRICT NO.9	92	PORTLAND JEWISH ACADEMY
21	COQUILLE SCHOOL DISTRICT 8	93	PORTLAND PUBLIC SCHOOLS
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29	94	RAINIER SCHOOL DISTRICT
23	CRESWELL SCHOOL DISTRICT	95	REDMOND SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL	96	REEDSPORT SCHOOL DISTRICT
25	CULVER SCHOOL DISTRICT NO.	97	REYNOLDS SCHOOL DISTRICT
26	DALLAS SCHOOL DISTRICT NO. 2	98	ROGUE RIVER SCHOOL DISTRICT NO.35
27	DAVID DOUGLAS SCHOOL DISTRICT	99	ROSEBURG PUBLIC SCHOOLS
28	DAYTON SCHOOL DISTRICT NO.8	100	SALEM-KEIZER PUBLIC SCHOOLS
29	DE LA SALLE N CATHOLIC HS	101	SCAPPOOSE SCHOOL DISTRICT 1J
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD	102	SEASIDE SCHOOL DISTRICT 10
31	DOUGLAS COUNTY SCHOOL DISTRICT 116	103	SEVEN PEAKS SCHOOL
32	DOUGLAS EDUCATION SERVICE DISTRICT	104	SHERWOOD SCHOOL DISTRICT 88J
33	DUFUR SCHOOL DISTRICT NO.29	105	SILVER FALLS SCHOOL DISTRICT
34	ELKTON SCHOOL DISTRICT NO.34	106	SIUSLAW SCHOOL DISTRICT
35	ESTACADA SCHOOL DISTRICT NO.108	107	SOUTH COAST EDUCATION SERVICE DISTRICT
36	FOREST GROVE SCHOOL DISTRICT	108	SOUTH LANE SCHOOL DISTRICT 45J3
37	GASTON SCHOOL DISTRICT 31JJ	109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
38	GEN CONF OF SDA CHURCH WESTERN OR	110	SOUTHWEST CHARTER SCHOOL
39	GLADSTONE SCHOOL DISTRICT	111	SPRINGFIELD SCHOOL DISTRICT NO.19
40	GLENDALE SCHOOL DISTRICT	112	STANFIELD SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12	113	SWEET HOME SCHOOL DISTRICT NO.55
42	GRANTS PASS SCHOOL DISTRICT 7	114	THE CATLIN GABEL SCHOOL
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT	115	TIGARD-TUALATIN SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT	116	UMATILLA-MORROW ESD
45	HARNEY COUNTY SCHOOL DIST. NO.3	117	VERNONIA SCHOOL DISTRICT 47J
46	HARNEY EDUCATION SERVICE DISTRICT	118	WEST HILLS COMMUNITY CHURCH
47	HEAD START OF LANE COUNTY	119	WEST LINN WILSONVILLE SCHOOL DISTRICT
48	HERITAGE CHRISTIAN SCHOOL	120	WHITEAKER MONTESSORI SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT	121	YONCALLA SCHOOL DISTRICT NO.32
50	HOOD RIVER COUNTY SCHOOL DISTRICT	1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC
51	JACKSON CO SCHOOL DIST NO.9	2	EMMANUAL LUTHERAN SCHOOL
52	JEFFERSON COUNTY SCHOOL DISTRICT 309-J	3	HANAHAU'OLI SCHOOL
53	JEFFERSON SCHOOL DISTRICT	4	HAWAII TECHNOLOGY ACADEMY
54	KLAMATH FALLS CITY SCHOOLS	5	ISLAND SCHOOL
55	LA GRANDE SCHOOL DISTRICT	6	KAMEHAMEHA SCHOOLS
56	LAKE OSWEGO SCHOOL DISTRICT 7J	7	KE KULA O S. M. KAMAKAU
57	LANE COUNTY SCHOOL DISTRICT 4J	8	MARYKNOLL SCHOOL
58	LANE COUNTY SCHOOL DISTRICT 69	9	PACIFIC BUDDHIST ACADEMY
59	LEBANON COMMUNITY SCHOOLS NO.9	No.	Nonprofit & Other
60	LINCOLN COUNTY SCHOOL DISTRICT	1	211INFO

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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
23	CATHOLIC CHARITIES	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
24	CATHOLIC COMMUNITY SERVICES	96	IRCO
25	CENTER FOR RESEARCH TO PRACTICE	97	JASPER MOUNTAIN
26	CENTRAL BIBLE CHURCH	98	JUNIOR ACHIEVEMENT
27	CENTRAL CITY CONCERN	99	KLAMATH HOUSING AUTHORITY
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK	101	LA GRANDE UNITED METHODIST CHURCH
30	CHILDPEACE MONTESSORI	102	LANE ELECTRIC COOPERATIVE
31	CITY BIBLE CHURCH	103	LANE MEMORIAL BLOOD BANK
32	CLACKAMAS RIVER WATER	104	LANECO FEDERAL CREDIT UNION
33	CLASSROOM LAW PROJECT	105	LAUREL HILL CENTER
34	COAST REHABILITATION SERVICES	106	LIFEWORKS NW
35	COLLEGE HOUSING NORTHWEST	107	LIVING WAY FELLOWSHIP
36	COLUMBIA COMMUNITY MENTAL HEALTH	108	LOAVES & FISHES CENTERS, INC.
37	COMMUNITY ACTION ORGANIZATION	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
38	COMMUNITY ACTION TEAM, INC.	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
39	COMMUNITY CANCER CENTER	111	MACDONALD CENTER
40	COMMUNITY HEALTH CENTER, INC	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
41	COMMUNITY VETERINARY CENTER	113	METRO HOME SAFETY REPAIR PROGRAM
42	CONFEDERATED TRIBES OF GRAND RONDE	114	METROPOLITAN FAMILY SERVICE
43	CONSERVATION BIOLOGY INSTITUTE	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	116	MID-COLUMBIA CENTER FOR LIVING
45	CORVALLIS MOUNTAIN RESCUE UNIT	117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
46	COVENANT CHRISTIAN HOOD RIVER	118	MORNING STAR MISSIONARY BAPTIST CHURCH
47	COVENANT RETIREMENT COMMUNITIES	119	MORRISON CHILD AND FAMILY SERVICES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	120	MOSAIC CHURCH
49	DELIGHT VALLEY CHURCH OF CHRIST	121	NATIONAL PSORIASIS FOUNDATION
50	DOGS FOR THE DEAF, INC.	122	NATIONAL WILD TURKEY FEDERATION
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	123	NEW AVENUES FOR YOUTH INC
52	EAST HILL CHURCH	124	NEW BEGINNINGS CHRISTIAN CENTER
53	EAST SIDE FOURSQUARE CHURCH	125	NEW HOPE COMMUNITY CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL	126	NEWBERG FRIENDS CHURCH
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
56	ELMIRA CHURCH OF CHRIST	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
57	EMERALD PUD	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
58	EMMAUS CHRISTIAN SCHOOL	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
59	EN AVANT, INC.	131	NORTHWEST YOUTH CORPS
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	132	OCHIN
61	EUGENE BALLET COMPANY	133	OHSU FOUNDATION
62	EUGENE SYMPHONY ASSOCIATION, INC.	134	OLIVET BAPTIST CHURCH
63	EUGENE WATER & ELECTRIC BOARD	135	OMNIMEDIX INSTITUTE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
65	FAIR SHARE RESEARCH AND EDUCATION FUND	137	OREGON BALLET THEATRE
66	FAITH CENTER	138	OREGON CITY CHURCH OF THE NAZARENE
67	FAITHFUL SAVIOR MINISTRIES	139	OREGON COAST COMMUNITY ACTION
68	FAMILIES FIRST OF GRANT COUNTY, INC.	140	OREGON DEATH WITH DIGNITY
69	FANCONI ANEMIA RESEARCH FUND INC.	141	OREGON DONOR PROGRAM
70	FARMWORKER HOUSING DEV CORP	142	OREGON EDUCATION ASSOCIATION
71	FIRST CHURCH OF THE NAZARENE	143	OREGON ENVIRONMENTAL COUNCIL
72	FIRST UNITARIAN CHURCH	144	OREGON MUSEUM OF SCIENCE AND INDUSTRY
73	FORD FAMILY FOUNDATION	145	OREGON PROGRESS FORUM

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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.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPUQA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE	238	USAGENCIES CREDIT UNION
167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	239	VERMONT HILLS FAMILY LIFE CENTER
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	241	VOLUNTEERS OF AMERICA OREGON
170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	242	WE CARE OREGON
171	REBUILDING TOGETHER - PORTLAND INC.	243	WESTERN RIVERS CONSERVANCY
172	REGIONAL ARTS AND CULTURE COUNCIL	244	WESTERN STATES CENTER
173	RELEVANT LIFE CHURCH	245	WESTSIDE BAPTIST CHURCH
174	RENEWABLE NORTHWEST PROJECT	246	WILD SALMON CENTER
175	ROGUE FEDERAL CREDIT UNION	247	WILLAMETTE FAMILY
176	ROSE VILLA, INC.	248	WILLAMETTE VIEW INC.
177	SACRED HEART CATHOLIC DAUGHTERS	249	WOODBURN AREA CHAMBER OF COMMERCE
178	SAIF CORPORATION	250	WORD OF LIFE COMMUNITY CHURCH
179	SAINT ANDREW NATIVITY SCHOOL	251	WORKSYSTEMS INC
180	SAINT CATHERINE OF SIENA CHURCH	252	YOUTH GUIDANCE ASSOC.
181	SAINT JAMES CATHOLIC CHURCH	253	YWCA SALEM
182	SALEM ALLIANCE CHURCH	1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
183	SALEM ELECTRIC	2	ALOHACARE
184	SALMON-SAFE INC.	3	AMERICAN LUNG ASSOCIATION
185	SCIENCEWORKS	4	BISHOP MUSEUM
186	SE WORKS	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
187	SECURITY FIRST CHILD DEVELOPMENT CENTER	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
188	SELF ENHANCEMENT INC.	7	EAH, INC.
189	SERENITY LANE	8	EASTER SEALS HAWAII
190	SEXUAL ASSAULT RESOURCE CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
191	SEXUAL ASSAULT RESOURCE CENTER	10	HABITAT FOR HUMANITY MAUI
192	SHELTERCARE	11	HALE MAHAOLU
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	12	HAROLD K.L. CASTLE FOUNDATION
194	SHERMAN DEVELOPMENT LEAGUE, INC.	13	HAWAII AGRICULTURE RESEARCH CENTER
195	SILVERTON AREA COMMUNITY AID	14	HAWAII EMPLOYERS COUNCIL
196	SISKIYOU INITIATIVE	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
197	SMART	16	HONOLULU HABITAT FOR HUMANITY
198	SOCIAL VENTURE PARTNERS PORTLAND	17	IUPAT, DISTRICT COUNCIL 30
199	SOUTH COAST HOSPICE, INC.	18	LANAKILA REHABILITATION CENTER INC.
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	19	LEEWARD HABITAT FOR HUMANITY
201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	20	MAUI COUNTY FCJ
202	SOUTHERN OREGON HUMANE SOCIETY	21	MAUI ECONOMIC DEVELOPMENT BOARD
203	SPARC ENTERPRISES	22	MAUI ECONOMIC OPPORTUNITY, INC.
204	SPIRIT WIRELESS	23	MAUI FAMILY YMCA
205	SPONSORS, INC.	24	NA HALE O MAUI
206	SPOTLIGHT THEATRE OF PLEASANT HILL	25	NA LEI ALOHA FOUNDATION
207	SPRINGFIELD UTILITY BOARD	26	NETWORK ENTERPRISES, INC.
208	ST VINCENT DE PAUL	27	ORI ANUENUE HALE, INC.
209	ST. ANTHONY CHURCH	28	PARTNERS IN DEVELOPMENT FOUNDATION
210	ST. ANTHONY SCHOOL	29	POLYNESIAN CULTURAL CENTER
211	ST. MARYS OF MEDFORD, INC.	30	PUNAHOU SCHOOL
212	ST. VINCENT DEPAUL OF LANE COUNTY	31	ST. THERESA CHURCH
213	STAND FOR CHILDREN	32	WAIANAEE COMMUNITY OUTREACH
214	STAR OF HOPE ACTIVITY CENTER INC.	33	WAILUKU FEDERAL CREDIT UNION
215	SUMMIT VIEW COVENANT CHURCH	34	YMCA OF HONOLULU
216	SUNNYSIDE FOURSQUARE CHURCH		
217	SUNRISE ENTERPRISES	No.	Special/Independent Districts

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1	BAY AREA HOSPITAL DISTRICT	39	THE PORT OF PORTLAND
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	40	TILLAMOOK PEOPLES UTILITY DISTRICT
3	CENTRAL OREGON IRRIGATION DISTRICT	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT	42	TUALATIN VALLEY FIRE & RESCUE
5	CITY COUNTY INSURANCE SERVICES	43	TUALATIN VALLEY WATER DISTRICT
6	CLEAN WATER SERVICES	44	UNION SOIL & WATER CONSERVATION DISTRICT
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
8	COLUMBIA RIVER PUD	46	WEST VALLEY HOUSING AUTHORITY
9	DESCHUTES COUNTY RFPD NO.2	47	WILLAMALANE PARK AND RECREATION DISTRICT
10	DESCHUTES PUBLIC LIBRARY SYSTEM	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY		
12	GASTON RURAL FIRE DEPARTMENT	No.	State Agencies
13	GLADSTONE POLICE DEPARTMENT	1	BOARD OF MEDICAL EXAMINERS
14	GLENDALE RURAL FIRE DISTRICT	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
15	HOODLAND FIRE DISTRICT NO.74	3	OFFICE OF THE STATE TREASURER
16	HOODLAND FIRE DISTRICT #74	4	OREGON BOARD OF ARCHITECTS
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	5	OREGON CHILD DEVELOPMENT COALITION
18	KLAMATH COUNTY 9-1-1	6	OREGON DEPARTMENT OF EDUCATION
19	LANE EDUCATION SERVICE DISTRICT	7	OREGON DEPARTMENT OF FORESTRY
20	LANE TRANSIT DISTRICT	8	OREGON DEPT OF TRANSPORTATION
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT	9	OREGON DEPT. OF EDUCATION
22	MARION COUNTY FIRE DISTRICT #1	10	OREGON LOTTERY
23	METRO	11	OREGON OFFICE OF ENERGY
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION	12	OREGON STATE BOARD OF NURSING
25	MONMOUTH - INDEPENDENCE NETWORK	13	OREGON STATE POLICE
26	MULTONAH COUNTY DRAINAGE DISTRICT #1	14	OREGON TOURISM COMMISSION
27	NEAH KAH NIE WATER DISTRICT	15	OREGON TRAVEL INFORMATION COUNCIL
28	NW POWER POOL	16	SANTIAM CANYON COMMUNICATION CENTER
29	OAK LODGE WATER DISTRICT	17	SEIU LOCAL 503, OPEU
30	OR INT'L PORT OF COOS BAY	1	ADMIN. SERVICES OFFICE
31	PORT OF ST HELENS	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
32	PORT OF UMPQUA	3	HAWAII HEALTH SYSTEMS CORPORATION
33	REGIONAL AUTOMATED INFORMATION NETWORK	4	SOH- JUDICIARY CONTRACTS AND PURCH
34	RIVERGROVE WATER DISTRICT	5	STATE DEPARTMENT OF DEFENSE
35	SALEM AREA MASS TRANSIT DISTRICT	6	STATE OF HAWAII
36	SANDY FIRE DISTRICT NO. 72	7	STATE OF HAWAII
37	SUNSET EMPIRE PARK AND RECREATION	8	STATE OF HAWAII, DEPT. OF EDUCATION
38	THE NEWPORT PARK AND RECREATION CENTER		