International Business Machines Corporation (IBM)

GSA Human Capital Management & Administrative Support Services – GS-02F-0036U

Authorized Federal Supply Schedule Price List

On line access to contract ordering information, terms and conditions, up to date pricing are available on IBM’s website –https://www.ibm.com/industries/federal/contracts/gsa or call us directly at 1-800-333-6705.

IBM also has its terms and conditions published on GSA’s GSA Advantage! Website - GSAAdvantage.gov.

Human Capital Management & Administrative Support Services

FSC Group 738 Part X

SINS 595-22 and 595-26 (Private Shared Service Center)

IBM’s GSA Schedule Contract number – GS-02F-0036U

Contract period – January 7, 2008 – January 6, 2023 Option Year 2 Extension

Business size - Large

IBM Corporation
6710 Rockledge Dr.
Bethesda, MD 20817
1-800-333-6705
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**HUMAN CAPITAL MANAGEMENT & ADMINISTRATIVE SUPPORT SERVICES**

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OVERVIEW OF IBM CAPABILITIES

IBM’s Human Resources Line of Business Shared Service Center (HR LOB SSC) delivers leading HR solutions and high-value Federal HR consulting capabilities to enable the HR LOB program to achieve its goals: improve strategic management of human capital, improve operational efficiencies, achieve cost savings/avoidance from HR solution activities, and improve customer services. IBM’s HR LOB SSC provides the following features:

- Leading-edge solutions and associated services meeting the Federal Government’s core and non-core HR requirements
- Flexible solution framework allowing Federal customers to choose the optimal mix of HR solutions and services
- Proven approaches, methods, and tools for delivering SSC solutions and transitioning agencies with lower risk.
- Extensive, credible experience in delivering both Federal and commercial HR solutions and services

IBM provides three main services that cover the broad range of core and non-core functional areas:

- Technology: IBM’s technology offering includes software, hardware, hosting, help desk and security.
- Human Capital Consulting Services: IBM can provide consulting services for the broad range Federal HR services. Our consulting teams have the appropriate experience to support Federal Government executives with their HR transformation initiatives.
- HR Operations Support: IBM can provide specialized personnel to perform a broad range of HR processes.

As an innovator in HR shared services and transformation, IBM has extensive experience in assisting Federal clients with transforming their organizations to operate within a shared-services model. IBM is the recognized leader in HR transformation and we hold this position because we have consistently delivered successful transformations across many industries around the world and most importantly to the U.S. Federal Government.
**GENERAL INFORMATION**

1. The following SINS apply to this Contract

| SIN 595-22 | HR Private Shared Service Center - Core |
| SIN 595-26 | HR Private Shared Service Center – Non-Core |

Non Core Technical and Consulting Services include:
- HR Strategy
- Organization and Position Management
- Staff Acquisition
- Performance Management
- Compensation Management
- Human Resource Development
- Employee Relations
- Labor Relations
- Separation Management

1. Maximum order- $1,000,000 for both SINS. Notwithstanding this limit, agencies may place and IBM may honor orders exceeding this limit.

2. Minimum Order – For SIN 595-22, IBM’s minimum order under this Schedule is set at 15,000 employees. IBM may accept orders for less than 15,000 on a case-by-case basis.

3. Geographic Coverage – For all Special Items, the geographic scope of this Contract is within the United States, Puerto Rico and the District of Columbia. On a case-by-case basis, IBM will perform Services in support of US Government operations overseas.

4. Point of Production – IBM operates its Shared Service Center in Virginia

5. IBM’s prices listed herein are net including associated discounts and GSA’s Industrial Funding Fee.

6. Credit Card Orders - IBM will accept credit card orders of $2,500 (or the current micro-purchase threshold). To place a credit card order with IBM, a Government purchaser must provide IBM with the cardholder’s name and telephone number, the card type, account number and expiration date. The Government credit card program provides that invoices are not necessary; therefore, IBM will present such invoices to the Government only upon specific request for an individual order.
7. Ordering Information - Orders shall be directed to the following locations:

| IBM Government Systems                           | Phone Number – 1-800-333-6705 |
| Attn: Adam Jelic                                  | FAX Number – 1-888-520-0533   |
| 6710 Rockledge Dr.                               |                             |
| Bethesda, MD 20817                               |                             |
| Alternate Location:                              |                             |
| IBM Government Systems                           |                             |
| Attn: Adam Jelic                                  |                             |
| 800 N. Frederick Avenue                          |                             |
| Gaithersburg, MD 20879                           |                             |

7b. Ordering procedures: The GSA ordering procedures, including information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405.

8. Payment address(es).

| ACH Payments:                                    | Mail:                              |
| IBM Corporation                                  | IBM Corporation                    |
| C/O PNC Bank Lockbox IBM# 643584                 | Lockbox 643584                     |
| 500 First Avenue                                  | PO Box 643584                      |
| Pittsburgh, PA 15219                              | Pittsburgh, PA 15264-3584          |
| Attn: Lockbox IBM# 643584                         |                                   |
| (877-762-0830)                                    |                                   |
| ABA#: 043000096 Acct# 1017305745                  |                                   |

9. IBM’s Company Information:

- Duns # - 83-513-0485
- Cage Code – 3BXY7
- Type of Contractor – Large Business
- Taxpayer ID – 13-087-1985
- IBM’s information is available in the CCR database
CHAPTER 1 - TERMS AND CONDITIONS - SIN 595-22 AND 595-26

1.1 ORDERS

Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 51.232-19, Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence, except as may be otherwise agreed to by both IBM and the user agency.

For Services based on a mutually agreeable Statement of Work, in the event of conflict between the unique terms, conditions and prices of each negotiated engagement and the GSA Schedule terms, the Performance Based Service's task order shall govern.

Whenever the Government requires that service be provided at a domestic location by persons with security clearances, the Government shall state that requirement in each order issued. IBM may, at its option, reject any such orders by written notice to the ordering office within 60 days of receipt. If a DD Form 254, DOD Contract Security Classification Specification is required for security purposes, Section 6.a of the DD Form 254 should show the same IBM address as on the delivery order for maintenance coverage.

1.2 OWNERSHIP RIGHTS

IBM shall retain all right, title, and interest in Base Components (licenses and hardware).

IBM grants the Government a nonexclusive, nontransferable, revocable license to access and use the Base Components solely in connection with the Services as provided under this Agreement. The Government agrees not to download or otherwise copy, reverse assemble, reverse compile, decompile, or otherwise translate the software portions of the Base Components.

Rights Upon Expiration or Termination of the Service:

For generally available Software which on the date of expiration or termination of the Government’s Agreement IBM is using solely to provide the Service to the End User, IBM will assign its license, if any, to such software to the Government upon the Government’s payment of the termination fee associated with said software.

1.3 REQUIRED CONSENTS

The Government is responsible for promptly obtaining and providing to IBM all Required Consents necessary for IBM to provide the Services described in a Statement of Work. A Required Consent means any consents or approvals required to give IBM or our subcontractors
the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products, to enable IBM and our subcontractors to perform the Services set forth in the Statement of Work without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such product. IBM will be relieved of the performance of any obligations that may be affected by your failure to promptly provide any Required Consents to IBM.

1.4 PERSONNEL

a. In recognition of the fact that assigned personnel to the Government under this contract may perform similar services from time to time for others, this contract shall not prevent IBM from performing such similar services or restrict IBM from using the personnel provided to the Government under this contract. IBM reserves the sole right to determine the assignment of its employees.

b. IBM and the Government will each be responsible for the management, direction, control, compensation, and supervision of its own employees.

c. IBM may perform its responsibilities under this Contract through its Affiliates or Subcontractors. IBM will be using professional service personnel to perform services procured hereunder.

d. If the Government reasonably determines that it is not in the Government’s best interests for an employee of IBM, IBM’s Affiliates, or their Subcontractors to continue performing the Services, the Government will provide IBM with a written notice and explanation for the Government’s request to remove such employee from providing Services. Promptly after receiving such notice and explanation, IBM will investigate the matter and take appropriate action, which may include the removal of such employee.

Work schedules may be set forth in the Government's order. IBM will attempt to provide personnel in accordance with such schedules subject to circumstances beyond IBM's control. Should such personnel be unable to perform scheduled services under this contract because of illness, resignation, or other causes beyond IBM's reasonable control, IBM will attempt to replace such personnel within a reasonable time, but IBM shall not be liable for failure to replace such personnel within the schedule. All schedules may be revised by mutual agreement.

1.5 CHANGE

a. Except for changes made by IBM on an emergency basis, IBM will:

   1. Obtain the Government’s approval before making any unplanned changes that will have a material adverse effect on the Government’s business operations

   2. Schedule change activities with the goal of minimizing unreasonable interruptions to the Government’s business operations.
1.6 Transition/Transformation

a. During the Transition Period, IBM will perform the Transition/Transformation. The Transition Period may be extended upon IBM’s and the Government’s mutual agreement.

b. IBM and the Government will agree to a Transition/Transformation Plan. The Government will cooperate with IBM in accomplishing all aspects of the Transition, including providing the resources necessary to perform the Government’s responsibility in the Transition during the Transition/Transformation Period.

Specific requirements and responsibilities for the Transition period will be outlined in the Statement of Work.

1.7 Termination

Non-Renewal and/or Termination for Convenience – All charges associated with a non-renewal or Termination shall be negotiated in accordance with the FAR. In addition to the Termination charges, the Government may incur wind down charges associated with transitioning the customer from the IBM Shared Service Center (SSC). Such charges may include: the labor charges associated with shutting down/transitioning, miscellaneous subcontractor labor related to the shut down, other miscellaneous charges which IBM has incurred and not yet billed to the contract such as, software maintenance charges not recovered through the monthly billings, reimbursement to IBM of any initial, one-time license or charges in an amount equal to the remaining unamortized value, if any, for the software, other service or transition charges not yet billed.

Technical and Consulting Services Project Termination

Either party (IBM or the Government) may terminate a project on written notice if the other party does not meet its obligations concerning the Statement of Work. Upon termination, IBM will stop work in an orderly manner as soon as practical.

The Government agrees to pay IBM for all Services provided and any Products and Materials delivered through the project's termination and any charges IBM incurs in terminating subcontracts, if any. The provisions of the Government's rights to Terminate for Convenience shall be in accordance with FAR 52.249-2.

1.8 Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, the Government is entitled to recover damages from IBM. In each such instance, regardless of the basis on which the Government is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable only for:

A. Payments referred to in IBM's Patents and Copyrights terms described herein;
B. Damages for bodily injury (including death) and damage to real property and tangible personal property; and

C. The amount of any other actual direct damages or loss, up to the greater of: (i) $100,000; OR (ii) the contract price (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this item, the term "Product" includes Materials, Machine Code and Licensed Internal Code. Nothing in this subsection C shall limit the Government’s right to (i) excess reprocurement costs in the event of a Termination for Default; or (ii) the contractual remedies prescribed under the Price Reductions clause (GSAR 551.238-75) (May 2004) (Alternate I- May 2003) and GSAR 551.215-72, Price Adjustment – Failure to Provide Accurate Information (Aug 1997).

D. For classroom training or education material, IBM is liable for the charges associated with the corresponding item provided.

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

Items for which IBM is not liable:

Under no circumstances is IBM, or its subcontractors, or Program developers liable for any of the following even if informed of their possibility:

A. Loss of, or damage to data; or

B. Special, incidental, or indirect damages or for any economic consequential damages, or

C. Lost profits, business, revenue, goodwill or anticipated savings

D. Any third party claims against you except as described in the Patents and Copyrights section or as permitted by the Limitation of Liability section for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable

The parties acknowledge that nothing in this provision shall restrict the Government’s statutory remedies in the event of fraud.

1.9 INTELLECTUAL PROPERTY PROTECTION

For purposes of this clause, the term "Product" includes Materials, Machine Code and Licensed Internal Code.

If a third party claims that a Product IBM provides to the Government infringes that party's patent or copyright, IBM will indemnify the Government, its officers, agents, and employees against liability, at IBM's expense and pay all costs, damages, and attorneys fees that a court finally awards or that are included in a settlement approved by IBM, provided that the Government:

A. Promptly notifies IBM in writing of the claim; and

Updated December 20, 2019
B. Gives IBM such opportunity as is offered by applicable laws, rules or regulations to participate in the defense thereof. The Government shall make every effort to permit IBM to fully participate in the defense and/or in any settlement of such claim. However, IBM understands that such participation will be under the control of the Department of Justice.

**Remedies**

If such a claim is made or appears likely to be made, the Government agrees to permit IBM to enable the Government to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, the Government agrees to return the Product to IBM on IBM's written request. IBM will then give the Government a credit equal to:

1. For a Machine, the Government's net book value provided the Government has followed generally-accepted accounting principles.
2. For a Program, the amount paid by the Government or 12 months' charges (whichever is less)
3. For Materials, the amount the Government paid IBM for the creation of the Materials.

This is subject to the Government's right to require continued use of the programs pursuant to the provisions of 28USC1498. In the event of such continued use, the Government shall notify IBM in writing of its election to continue use and agrees to undertake at the Government's expense the defense of any action against the Government and to indemnify IBM with respect to all costs, damages, and attorneys' fees attributed to such continued use after such notice is given to IBM; it being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM.

**Claims for Which IBM is Not Responsible:**

IBM has no obligation regarding any claim based on any of the following:

A. The Government's modification of a Product, or a Program's use in other than its Specified Operating Environment.

B. Anything the Government provides which is incorporated into a Product or IBM's compliance with any designs, specifications, or instructions provided by the Government or by a third party on behalf of the Government;

C. The combination, operation, or use of a Product with other Products not provided by IBM as a system, or the combination, operation or use of a Product with any product, data, apparatus, or business method that IBM did not provide, or the distribution, operation or use of a Product for the benefit of a third party;

D. Infringement by a non-IBM Product.

The foregoing states the entire obligation of IBM with respect to infringement of patents or copyrights.
1.10 Warranty

IBM warrants it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

Compliance with Laws and Obligations

IBM warrants that it complies with the IBM Regulatory Requirements to the extent that such IBM Regulatory Requirements relate to the performance of its obligations under this Agreement.

Other Disclaimers

Advice, reports, data, and deliverables (including Materials) provided by IBM to CN are delivered without warranties of any kind.

IBM does not warrant uninterrupted or error-free operation of any machines, software, products, or Services or that IBM will find or correct all defects.

EXCEPT AS PROVIDED IN THIS WARRANTY OF THE BASE TERMS, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY IBM, AND THERE ARE NO IMPLIED WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY IBM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN THIS AGREEMENT.

Warranty for IBM Professional Services:

IBM warrants that it performs each IBM Service using reasonable care and skill and according to its current description (including any completion criteria) contained in an Attachment or Statement of Work.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free operation of any deliverable or Service or that IBM will correct all defects. Unless IBM specifies otherwise. It provides Materials and non-IBM Services WITHOUT WARRANTIES OF ANY KIND. However, non-IBM suppliers may provide their own warranties to you.

1.11 Materials Ownership and License

IBM will specify materials to be delivered to the Government. They will be identified as being "Type I Materials," "Type II Materials," or otherwise as mutually agreed upon. If not specified, Materials will be considered Type II Materials.

Type I Materials are those, created during the Service performance period, in which the Government has all right, title and interest (including ownership of copyright). IBM will retain
one copy of the Materials. IBM is granted 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on Type I Materials and 2) the right to authorize others to do any of the former. With respect to data or materials of a proprietary nature, IBM will safeguard the data or materials in accordance with the terms of a mutually agreeable Confidential Disclosure Agreement.

Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which IBM or third parties have all right, title and interest (including ownership of copyright). IBM will deliver one copy of the specified Materials to the Government. IBM grants the Government an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within the Government agency, copies of Type II Materials.

Both IBM and Government agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this item.

Any idea, concept, know-how, or technique which relates to the subject matter of a service and is developed or provided by either IBM or the Government, or jointly, in the performance of a service may (subject to applicable patents and copyrights) be freely used by either the Government or IBM.

1.12 COMPLETE AGREEMENT

IBM’s HRLOB Schedule Contract, including these published terms, and any RFP, Proposal and Statement of Work issued against the Contract constitute the complete Agreement of the parties and supersede all prior communications, agreement or understandings on this subject.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

1.13 PRINCIPLES OF OUR RELATIONSHIP

a. Neither party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

b. Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.

c. The Government authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors, and IBM Business Partners) to store and use Customer’s business contact information wherever they do business, in connection with IBM Products and Services or in furtherance of IBM’s business relationship with Customer.
d. Customer is responsible for selecting Services that meet its needs and for the results obtained from the use of the Products and Services, including the Customer’s decision to implement any recommendation concerning Customer’s business practices and operations.

e. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

f. As reasonably required by IBM to fulfill its obligations under this Agreement, Customer agrees to provide IBM with sufficient and safe access (including remote access) to Customer’s facilities, systems, information, personnel, and resources. IBM is not responsible for any delay in performing or failure to perform caused by Customer’s delay in providing such access or performing other Customer responsibilities under this Agreement.

1.14 European Union General Data Protection Regulation (GDPR)

The European Union passed the General Data Protection Regulation (EU/2016/679) (GDPR), effective 25 May 2018. The GDPR is designed to ensure a consistent level of protection of the rights and freedoms of natural persons with regard to the processing of their data and to establish one set of data protection rules for Personal Data. IBM is committed to GDPR readiness.

Regarding GDPR, you represent as follows:

a. Either you do not require IBM to process Personal Data within the meaning of GDPR (e.g., because no processing of Personal Data occurs in the European Union (EU); no monitoring of Personal behavior takes place in EU; or your activities are otherwise exempt from GDPR); and you will communicate to IBM in writing, without undue delay, any anticipated change affecting this representation, or

b. You agree to IBM’s Data Processing Addendum at http://ibm.com/dpa (DPA) and applicable DPA Exhibit, which apply and supplement the contract. Please contact your IBM representative for the applicable Data Processing Exhibit.

IBM’s Shared Service Center Pricing and Labor Rates

Tiered Per Employee Pricing for HR LOB SSC Core Services

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Employee Piece for Solution WITHOUT Payroll w/IFF</th>
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<tbody>
<tr>
<td></td>
<td># of Employees</td>
</tr>
<tr>
<td>CY</td>
<td>15,000 - 29,999</td>
</tr>
<tr>
<td>2019</td>
<td>$501.55</td>
</tr>
<tr>
<td>2020</td>
<td>$504.55</td>
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<td>2021</td>
<td>$507.60</td>
</tr>
<tr>
<td>2022</td>
<td>$510.72</td>
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<tr>
<td>2023</td>
<td>$513.90</td>
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Updated December 20, 2019
**Tiered Per Employee Price for HR LOB SSC Core Services (with Payroll Option)**

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<tr>
<th>CY</th>
<th>15,000 - 29,999</th>
<th>30,000 - 59,999</th>
<th>60,000 - 89,999</th>
<th>90,000 - 119,999</th>
<th>120,000 - 149,000</th>
<th>150,000 +</th>
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<tbody>
<tr>
<td>2019</td>
<td>$590.64</td>
<td>$395.41</td>
<td>$295.10</td>
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<td>2021</td>
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<td>2022</td>
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<td>2023</td>
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**Labor Rates – Non-Core Services**
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<th></th>
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<tbody>
<tr>
<td>IT Analyst - Solutions IV</td>
<td>Bachelors 3</td>
<td></td>
<td>$150.87</td>
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<td>$150.87</td>
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<tr>
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<td>Software Lab Services III</td>
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<td>Software Lab Services II</td>
<td>Bachelors 7</td>
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<td>$319.39</td>
<td>$323.96</td>
<td>$323.96</td>
<td>$323.96</td>
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<tr>
<td>Project Manager V</td>
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<tr>
<td>Project Coordinator IV</td>
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