

IBM Corporation
Federal Acquisition Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**[™], a menu-driven database system. The INTERNET address for **GSA Advantage!**[™] is:
<http://www.GSAAdvantage.gov>.

Schedule for – Electronic Records Management Solutions

SIN 51 600

Federal Supply Group: 36

Contract Number: 47QSMA18D08QM



Contractor:

International Business Machines Corporation
6710 Rockledge Drive
Bethesda, MD 20817 1834

Business Size: Large Business

In accordance with 13 C.F.R. 121.404, the Contractor is ineligible to participate in any RFQ that is set aside for small business where the subject contract's awarded size status for the preponderance NAICS designated in the RFQ is "other than small".

Telephone: (301) 803-3983

Extension:

FAX Number: (301) 803-2843

Web Site: <https://www.ibm.com/industries/federal/contracts/gsa>

E-mail: stauffer@us.ibm.com

Contract Administration: Sherry Stauffer

CUSTOMER INFORMATION:

1a. Awarded SIN – 51 600

1b. Prices shown below are final prices approved by GSA .

2. Maximum Order: \$1,000,000.00

3. Minimum Order: \$100.00

4. Geographic Coverage (delivery Area): For all Special Items, the geographic scope of this Contract is the 50 United States and the District of Columbia. On a case-by-case basis IBM will perform Services to overseas US Government locations which are in support of national or mutual defense operations (including US Embassies), and to locations which support the national interest of the United States

5. Point(s) of production (city, county, and state or foreign country): Same as company address

6. Discount from list prices or statement of net price: Government net prices (discounts already deducted).

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7. Quantity discounts: None Offered

8. Prompt payment terms: Net 30 days

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: will accept credit card over \$2,500 but no greater than \$500,000 (subject to the individual user's credit card limit).

The Government credit card program provides that invoices for credit card orders are not necessary; therefore, IBM will present such invoices to the Government only upon request for an individual order.

10. Foreign items (list items by country of origin): None

11a. Time of Delivery (Contractor insert number of days): Perform work on a task order/delivery order shall begin at a time mutually agreed to by IBM and the agency.

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact IBM for urgent requests

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact IBM for urgent requests

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery: Contact IBM for urgent requests

12. F.O.B Points(s): Destination

13a. Ordering Address(es): Same as address above
6710 Rockledge Drive
Bethesda, MD 20817 1834

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. Payment address(es):

Payment should be remitted to one of the following addresses:

ACH Payments:

IBM Corporation
C/O PNC Bank Lockbox IBM# 643584
500 First Avenue
Pittsburgh, PA 15219
Attn: Lockbox IBM# 643584 (877)762-0830
ABA: 043000096 ct#: 1017305745

Mail:

IBM Corporation
Lockbox 643584
P.O. Box 643584
Pittsburgh, PA 15264-3584

15. Warranty provision. Contractor's standard commercial warranty.

IBM warrants that it provides Services using commercially reasonable care and skill in accordance with the applicable Attachment or Transaction Document, including any completion criteria. The warranty ends when the Service ends.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unless specified otherwise, materials and non-IBM Services are provided on an "AS IS" basis.

16. Export Packing Charges (if applicable): N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):

IBM will accept credit card over \$2,500 but no greater than \$500,000 (subject to the individual user's credit card limit).

The Government credit card program provides that invoices for credit card orders are not necessary; therefore, IBM will present such invoices to the Government only upon request for an individual order

18. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

If applicable, Section 508 compliance information on supplies and services in this contract, are available by calling IBM's Federal Information Call Center at 1-800-333-6705. Government customers may also view IBM's website and request a VPAT for a specific product: http://www-03.ibm.com/able/product_accessibility/

IBM will indicate how applicable 508 requirements are met by either providing a VPAT or other supporting documentation per the agency standards as specified in the scope of work of the task order.

19. Data Universal Numbering System (DUNS) number: 835130485

IBM Taxpayer Identification (TIN) Number – 13-0871985

IBM CAGE Code Number for orders placed at 6710 Rockledge Dr., Bethesda, MD is 3BXY7

20. Notification regarding registration in Central Contractor Registration (CCR) database: Registered

21. IBM's End User License Terms (EULA) and Terms of Service Documents are as follows and incorporated into the GSA Agreement:

- IBM's Passport Advantage Terms
- IBM Program License Agreement (IPLA), and
- Professional Services Terms

GSA SOLICITATION TERMS FOR SOFTWARE

Note that these terms and conditions may be further negotiated at the order level by the ordering agency Contracting Officer.

INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights as defined in IBM's license terms (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

IBM's IBM Program License Agreement (IPLA) and Passport Advantage terms specify acceptance criteria.

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ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. IBM's standard warranty/guarantee is specified in the terms and conditions of the IPLA and Passport Advantage terms.



b.

TECHNICAL SERVICES

IBM provides technical support for software licenses as specified in the IPLA license terms.

SOFTWARE MAINTENANCE

c. Software maintenance as it is defined:

Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

Software Maintenance as a service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- d. Invoices for maintenance service should be submitted to the ordering agency on a quarterly or monthly basis (or as otherwise specified by the ordering activity), after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

PERIODS OF SOFTWARE MAINTENANCE

- e. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
 - f. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
 - g. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
 - h. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
 - i. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be
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terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

j.

UTILIZATION LIMITATIONS

- k. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
 - l. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. To the extent the use of the software Program is in accordance with the level of authorization obtained for the Program, the software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site where the software resides, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 9.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering
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activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative for a temporary period of time; to copy computer programs for safekeeping (archives) or backup purposes; with IBM's written consent, to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

SOFTWARE CONVERSIONS:

GSA SOLICITATION TERMS FOR SOFTWARE

The following terms and conditions apply to all vendors proposing software and related services under Schedule 36, Solicitation 3FNJ-C1-000001-B. Once approved by the MAS Contracting Officer, the negotiated terms should be incorporated into the contractor's published GSA catalog. Note that these terms and conditions may be further negotiated at the order level by the ordering agency Contracting Officer. **NOTE:** In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of clause 552.212-4 takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract #47QSMA18D08QM. The language of Clause 552.212-4(w) *Commercial Supplier Agreements – Unenforceable Clauses* shall be deemed incorporated into all commercial supplier agreements associated with contract #47QSMA18D08QM

INSPECTION/ACCEPTANCE

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GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. IBM's standard warranty/guarantee is specified in the terms and conditions of the IPLA and Passport Advantage terms.

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- h. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- i. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
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UTILIZATION LIMITATIONS

- k. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
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 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. To the extent the use of the software Program is in accordance with the level of authorization obtained for the Program, the software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site where the software resides, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 9.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use

the computer software and documentation with a backup computer when the primary computer is inoperative for a temporary period of time; to copy computer programs for safekeeping (archives) or backup purposes; with IBM's written consent, to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

SOFTWARE CONVERSIONS:

As a general rule, IBM does not offer full monetary credit to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another; however, IBM's offering for Passport Advantage includes terms on version updates for IPLA Licensed Programs. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

IBM PROVIDES A LIST OF SOFTWARE PRODUCTS AND THEIR DESCRIPTION IN THIS PRICELIST. ADDITIONAL DETAILS REGARDING THE IBM SOFTWARE PRODUCTS CAN BE FOUND ON IBM'S INTERNET SITE: WWW.IBM.COM

GENERAL INFORMATION

IBM will (1) furnish licensed programs to the Government, (2) furnish materials in support of such licensed programs, and (3) provide program services (offerings), as described herein. The Government agrees with respect to the licensed programs to accept the responsibility for (1) their selection to achieve the Government's intended results, (2) their installation, (3) their use, and (4) the results obtained there from. The Government also has the responsibility for the selection and use of, and results obtained from, any other programs, programming equipment, or services used with the licensed programs.

None of the licenses granted hereunder nor any of the licensed programs or copies thereof may be sub-licensed, assigned, or transferred between agencies or departments, including military departments without the prior written consent IBM. Any attempt to sub-license, assign, or transfer any of the rights, duties, or obligations under this Special Item is void.

IBM is not responsible for failure to fulfill its obligations under this Special Item due to causes beyond its control.

The Government agrees that all of the terms and conditions of this Special Item applicable to restricted materials shall be applicable to materials, regardless of form, labeled "Restricted Materials of IBM" when distributed to the Government.

IBM PROVIDES A LIST OF SOFTWARE PRODUCTS AND THEIR DESCRIPTION IN THIS PRICELIST. ADDITIONAL DETAILS REGARDING THE IBM SOFTWARE PRODUCTS CAN BE FOUND ON IBM'S INTERNET SITE: WWW.IBM.COM

In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of clause 552.212-4 takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract #47QSMA18D08QM. The language of Clause 552.212-4(w) Commercial *Supplier Agreements – Unenforceable Clauses* shall be deemed incorporated into all commercial supplier agreements associated with contract #47QSMA18D08QM