

C25-0293

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QCM TECHNOLOGIES, LLC**

This Linking Agreement (“Agreement”) is entered into as of this **8th day of April, 2025**, between the City of Glendale, an Arizona municipal corporation (“City”), and QCM Technologies, Inc., an Arizona limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On November 16, 2023, Mohave Educational Services Cooperative, Inc., a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in 23H-QCM-0131 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.**

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was January 31, 2024, until the date the contract terminates on January 30, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond January 30, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 30, 2026.
- B. The City may extend the term of this Agreement for three (3) additional one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Mike Siewerth
6835 N. 57th Drive, Suite 100
Glendale, AZ 85301

and

QCM Technologies, LLC
9060 E. Via Linda, Suite 220
Scottsdale, AZ 85258

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

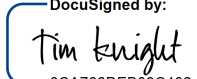
“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

QCM Technologies, LLC,
an Arizona limited liability company

By:  3/24/2025
Name: Tim Knight
Title: Controller

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
QCM TECHNOLOGIES, LLC**

**EXHIBIT A
MOHAVE EDUCATIONAL SERVICES COOPERATIVE CONTRACT NO. 23H-QCM-0131**



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QCM Technologies, Inc.

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Tab 5 - Additional Information	Please call Mohave for information.

Click section title to be taken directly to that section.

4/5/18 EH



Via Email
Qcm_Mohave@qcmtech.com
tkinnerup@qcmtech.com

REQUEST FOR BEST AND FINAL OFFERS REQUEST FOR PROPOSAL 23H-1003

IBM POWER SERVERS AND STORAGE

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 23H-1003, IBM Power Servers and Storage.

BEST AND FINAL OFFER DUE DATE: Tuesday, October 31, 2023 at 3:00 p.m. (local time)

Electronic Submission through OpenGov Procurement:
<https://procurement.opengov.com/portal/mesc/projects/64878>

Best and Final Offers, and any attachments must be uploaded to the OpenGov Procurement link provided above.

Best and Final Offers must be received by the due date and time or if received after the due date and time the offer shall be considered a late response. Offerors are advised that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.

CONTACT PERSON: Kristina Hamm, CPPB, Contract Specialist

PHONE: (928) 718-3221

A handwritten signature in black ink, appearing to read 'Lari Staples'.

Lari Staples, CPPO
Executive Director

DATE: October 24, 2023

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Timothy Kinnerup, VP of Sales

Firm: OCM Technologies, Inc.

Address: 9060 East Via Linda Suite 220

City: Scottsdale

State: AZ

Zip: 85258

Phone: 602-309-0971



Signature: _____

A handwritten signature in black ink, appearing to read 'Timothy Kinnerup'.

Date: 10/25/2023

Title: Vice President of Sales

Request for Proposal 23H-1003 IBM Power Servers and Storage
QCM Technologies, Inc.
REQUEST FOR BEST AND FINAL OFFERS

NOTE: Mohave has completed its initial review of your response to RFP 23H-1003, and is requesting the following information to better understand your offer. Carefully review and answer the questions that follow.

Provide only your response(s) to the information, as requested below.

Do not provide another complete copy of your initial response.

NOTE: YOUR ANSWERS TO QUESTIONS 1A, 1B, 1C, AND 3 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK IN ELECTRONIC FORMAT (WHICH IS NOT PASSWORD PROTECTED) WITH YOUR RESPONSE TO THE BEST AND FINAL OFFER.

BEST AND FINAL OFFER SUBMITTAL

1. Your response to Tab 3, Tab_3_QCM_Mohave_RFP_23H-1003_Price_File_-_Final, requires the following clarifications:
 - a) Summary Section Three: Fees, Row 52, Pcard/Credit Card Payment Processing Fee, your firm stated rates are subject to change by credit card companies. Provide clarification on whether your firm be submitting pricing updates each time the credit card company changes their processing fee; or will your firm maintain the fee for a specific timeframe. [Pricing updates will be provided when we receive updates from the credit card companies](#)
 - b) Summary Section Five: Discount Information, Rows 68, 69, and 70, Column B, your firm did not list a "Manufacturer, Price List, Products" in Column B. Provide clarification in Column C of your firm's Best and Final Offer pricing workbook, on whether the Passport Advantage Products and QCM Services Price Tab are IBM products, QCM Products and services, or other manufacturers. [See updated Price Sheet – Tab 3 QCM Mohave RFP 23H-1003 Price File – Best and Final.xlsx](#)
 - c) Summary Section Five: Discount Information, Row 70, Column C and D, your firm stated QCM Services Price Tab, 15% off MSRP. Per the discussion call on October 18, 2023, your firm stated this information is regarding the labor rates provided in Summary Section Four: Labor Rates. Provide a revised pricing workbook in which the duplicate information is removed from Summary Section Five: Discount Information. [Duplicate line removed - See updated Price Sheet – Tab 3 QCM Mohave RFP 23H-1003 Price File – Best and Final.xlsx](#)
2. In accordance with General Terms and Conditions 12.8 Negotiations, and Federal Regulation 2 CFR § 200.324 (b), profit must be negotiated as a separate element of price. Provide your average anticipated profit margin, as a percentage, under an awarded contract: _____%

[As explained, this is not an easy answer. Especially on HW, we get a sliding scale of discount from IBM based on several factors –](#)

- 1) [Were we the first to register the deal – if not our discount is only 5% - which on most of the hardware line items could put us at a loss of 10%. From there IBM looks at the size of the deal. As most hardware on Mohave is smaller size hardware opportunity, on average our profit percentage would fall around the 10%.](#)

[In addition, the different categories have different percentages.](#)

QCM or IBM	Description of Product	Percentage off offered on Mohave	Range of Profit / Anticipated % Profit
IBM	All Hardware Maintenance regardless of tab	10%	10%

**Request for Proposal 23H-1003 IBM Power Servers and Storage
QCM Technologies, Inc.**

IBM	IBM Power Systems Tab	15%	-10 to 13% - Average 10%
IBM	IBM Storage System Tab	5-20%	-10 to 13% - Average 10%
IBM	IBM System SW Tab	0-15%	-10 to 18% - Average 11%
IBM Disaster Recovery	Disaster Recovery	10%	10%
IBM	IBM Warranty Upgrade Packages	10%	10%
IBM	IBM Passport Advantage SW	MFG's Education and Government Pricing	0 to 10% Average 6%
IBM	IBM Passport Advantage Subscription (Monthly) SW	3%	0 to 2% Average 1%
QCM	Services	15%	5-20% Average 15%

3. Awarded contracts under RFP 23H-1003 shall be made to the responsive and responsible offer(s) whose proposal(s) are determined to be most advantageous to Mohave for its members. The pricing offered by your firm under RFP 23H-1003 will be compared to other external cooperative contracts for similar products and services. Should your firm hold any current cooperative contracts for similar products and services; review your pricing offered under RFP 23H-1003 for competitiveness. Mohave is considering multiple proposals for this contract. Pricing is very competitive.

- Please review your prices to determine if any additional discounts are available.
- If yes, provide a new comprehensive price schedule.
- If no, indicate "No Additional Discounts."
- If your offered pricing under RFP 23H-1003 is higher than other external cooperative contracts held by your firm, include a detailed explanation regarding the difference or variation in compared pricing.
"No Additional Discounts" are offered.

If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.



QCM TECHNOLOGIES
9060 East Via Linda Suite 220
Scottsdale, AZ 85258
480-556-6000 Fax 480-556-6023

Mohave Educational Services Cooperative, Inc.
Procurement Department
211 N 7th St
Kingman AZ 86401

Dear Ms. Hamm and Ms. Staples,

QCM Technologies, Inc. [QCM] is pleased to respond to your request for RFP 23-1003 for IBM Power Servers and Storage. QCM is a premier systems integrator, reseller, and expert IT solutions provider based in Scottsdale, Arizona. In 2001, President & CEO Jorge Quintero established QCM as a Minority Business Enterprise (MBE) with a founding philosophy that 'IT projects need to pay for themselves'. Coming from an IBM background, Mr. Quintero and staff started with a focus on IBM i-Series.

QCM currently operates with 28 employees using a strong scope of best-in-class manufacturers and distributors to support SMB and enterprise customers nationwide. These manufacturers include IBM, Lenovo, Dell, HP, Nutanix, VMWare, Sophos, Microsoft, and more. With a skilled team holding 500+ years of combined technical experience, we have long been recognized as a premier business partner by our customers. During the last 22 years our staff expertise has grown to include conversion, migration and implementation, consulting, cloud offerings, SAP, outsourcing, internet connectivity, server upgrades and consolidation, security audits, system management, high availability, disaster recovery, hardware, software, and maintenance and support.

QCM continues to be guided by our founding philosophy and places the highest premium on working with each of our individual, valued customers and vendors to develop strong business relationships based on trust, integrity, performance, and value. Our customers look to us as a trusted technology advisor – with more than 70 percent of our revenue generated by repeat business, with some since the inception of our business, our reputation stands solid.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Patricia Paxton'.

Patricia Paxton
Account Executive

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IBM Power Servers and Storage

**Tab 1: Offer and Acceptance, Terms and Conditions,
Scope of Work and Specifications Documents, Anti-
Lobbying Certificate, USDA Form AD-1048**



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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

Tab 1a – The **required signed** *Offer and Acceptance Form* is placed after Tab 1a.

A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

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Confidential/Proprietary Submittal Form
(Place after Tab 1a)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

Pricing shall not be considered as confidential information.

Financial information after Tab 2d shall be considered as confidential information.

Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.

Confidential/Proprietary Submittals (mark one):

☒ **No confidential/proprietary materials have been included with this offer.**

☐ **Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information.**

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure.

QCM Technologies

Firm



A handwritten signature in black ink, appearing to read "Tony King".

Authorized Signature

1. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. Letter shall be placed after Tab 1a.

QCM Technologies has had no debarment, suspension or other lawful action taken by any federal, state or local government.

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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti- Lobbying Certificate, USDA Form AD-1048

Tab 1b – Signed amendments, if any, are placed after Tab 1b.

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Upload date is 9-28-2023. As of this date there are no amendments.

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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti- Lobbying Certificate, USDA Form AD-1048

Tab 1c – A complete copy of the General Terms and Conditions is placed after Tab 1c.
A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions/deviations to the General Terms and Conditions are noted and explained.

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General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. ADVERTISING

Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of contracted products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. CANCELLATION

3.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

- a) A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- b) Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- c) Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- e) Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

3.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

3.3. Cancellation for conflict of interest: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mohave is or becomes at any time while the contract, or an extension of the contract is in effect, an employee of or a consultant to any party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

3.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

3.5. Cancellation for no or low-usage: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period.

3.6. Cancellation for non-performance or contract vendor deficiency: Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- a) Failing to comply with the accepted terms and conditions of the contract;
- b) Providing material that does not meet the specifications of the contract;
- c) Providing work and/or material that was not awarded under the contract;

General Terms and Conditions
(Place after Tab 1c)

- d) Failing to adequately perform the services set forth in the scope of work and specifications;
- e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time;
- f) Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; or,
- g) Performing work or providing products, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

- 3.7. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.
- 3.8. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.
- 3.9. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.
- 3.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.
- 3.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

4. CAPTIONS, HEADINGS AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

5. CERTIFICATION

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

- a) Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- b) The submission of the offer did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-

General Terms and Conditions
(Place after Tab 1c)

213(O) has or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

- c) Offeror 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 the submitted offer.
- d) Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- e) Offeror agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- g) Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- h) If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.
- i) If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- j) If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin.
- k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.
- l) Offeror shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.
- m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.
- n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the offeror entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

6. CONFIDENTIAL INFORMATION

- 6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.
- 6.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.
- 6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of contract(s), with the exception of information deemed confidential by Mohave.

General Terms and Conditions
(Place after Tab 1c)

7. CONFIRMATION/DISCUSSIONS

- 7.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

- 7.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave, based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

8. CONTRACT MANAGEMENT

- 8.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

- 8.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

- 8.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

- 8.4. Assignment: Contract vendor agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

- 8.5. Contract claims or controversies: The requirements of the Arizona Procurement Code, the Arizona State Board of Education, School District Procurement Rules shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or A.R.S., Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

- 8.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision

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to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

8.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

8.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that is made out to the contract vendor and includes contract number, along with a copy of the contract vendor's quote.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

8.11. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

8.12. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

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- 8.13. **Successful performance:** The sections of the solicitation defining the scope of work, requirements, or qualifications are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.
- 8.14. **Title:** Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.
- 8.15. **User guide:** If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

9. COOPERATIVE PURCHASING

- 9.1. **Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.
- 9.2. **Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.
- 9.3. **Most favored customer relationship:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.
- 9.4. **Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as an Arizona public school districts, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 6) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

- 11.1. **Basis of award:** Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.
- 11.2. **Best and final offers (Revisions to Proposals):** Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

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- 11.3. **Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 11.4. **Exceptions/deviations to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.
- 11.5. **Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.
- 11.6. **Effect of price:** No contract shall be awarded solely on the basis of price.
- 11.7. **Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.
- A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.
- Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.
- 11.8. **Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.
- 11.9. **Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.
- 11.10. **Price workbook:** All offerors must complete the 23H-1003 IBM Power Servers and Storage workbook titled "23H-1003 IBM Power Srvr and Strg.xlsx". **Failure to complete and submit the 23H-1003 IBM Power Servers and Storage pricing workbook shall render your proposal nonresponsive.** The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-7 worksheets shall be submitted after Tab 3a with your proposal. If awarded a contract, all future updates shall be based on the electronic workbook, or similar approved format.
- 11.11. **Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

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- 11.12. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:
- a) Affirmative compliance with mandatory requirements designated in this solicitation.
 - b) An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
 - c) That the proposal is technically acceptable as submitted.
- 11.13. Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.
- 11.14. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.
- 11.15. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Additionally, Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

Any offeror scoring zero (0) in any required area may be considered nonresponsive.

12. FEDERAL and STATE REQUIREMENTS

- 12.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.
- 12.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.
- 12.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations, when notified by member.
- 12.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

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In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, when notified by member, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- c) HUD-5369-B, Instructions to Offerors Non-Construction
- d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- e) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- f) HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

- 12.5. Compliance with workforce requirements and eligibility: Pursuant to A.R.S. §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with A.R.S. §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://www.e-verify.gov/employers/enrolling-in-e-verify>.]

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

- 12.6. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.
- 12.7. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act, when notified by member.
- 12.8. Negotiations: In the event only one proposal is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.324 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed,*

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the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Mohave shall not conduct other negotiations outside of this requirement.

- 12.9. Non-compliance:** All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.
- 12.10. Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 12.11. Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.
- 12.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding:** Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.
- 12.13. Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.
- 12.14. Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- 12.15. Terrorism country divestments:** In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.
- 12.16. Compliance to federal solicitation requirements:**
- a) Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
 - b) Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable).

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In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

- c) Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- d) Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60-30.
- e) Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- f) Offeror shall comply with the provisions of the Consumer Product Safety Act.
- g) Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- h) Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).
- i) Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced. This provision applies to all food purchases paid from the nonprofit school food services account.
- k) If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

13. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g., fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming

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performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

14. INDEMNIFICATION

14.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

14.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

14.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

15. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

16. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

16.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

16.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

17. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions

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- 3. Scope of work and specifications**
- 4. Attachments and exhibits**
- 5. Documents referenced or included in the solicitation**

18. ORDERING CYCLE

- 18.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.
- 18.2. Audit of contract activity:** Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.
- 18.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.
- 18.4. Open order and status reports:** Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.
- 18.5. Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.
- 18.6. Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.
- 18.7. Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

19. PAYMENT

- 19.1. Contacting member about payment:** Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.
- 19.2. Contract vendor invoice:** All invoices shall list the applicable member name, purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g., performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).
- 19.3. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.
- 19.4. Correct invoicing:** Contract products and/or services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices

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resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

19.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

19.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

19.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

19.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

19.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

19.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g., PDF) of the detailed Pcard/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due per the schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Contract vendor shall make Mohave administration fees payable to Mohave Educational Services Cooperative, Inc. Payment details shall be provided to the contract vendor, if awarded a contract.

20. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

20.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

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- 20.2. **Compliance with instructions:** Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing that would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.
- 20.3. **Cost of proposal preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.
- 20.4. **Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.
- 20.5. **Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

21. PRODUCT LINES

- 21.1. **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 21.2. **Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet or exceed the specifications and performance of the discontinued model and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.
- 21.3. **New products/services:** New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave has the right to approve or reject any additions.
- 21.4. **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 21.5. **Product line:** Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

22. PROPOSAL OPENING

Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses and available on OpenGov Procurement. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

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23. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list for those items or services. A “no bid” response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<https://azsos.gov/rules/arizona-administrative-code>). A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org. The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Request for Proposal. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative; Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

26. SAFETY STANDARDS

Materials supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

27. SHIPPING

- 27.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point.
- 27.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- 27.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

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27.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

28. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. Letter shall be placed after Tab 1a.

29. TAXES

29.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

29.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all quotes and invoices.

29.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

29.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

29.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

30. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☒ **We take no exceptions/deviations to the General Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

Tab 1d – A complete copy of the Special Terms and Conditions is placed after Tab 1d.
A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d.
Any exceptions/deviations to the Special Terms and Conditions are noted and explained.

This page intentionally left blank.

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions may specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information as indicated in select Special Terms and Conditions.

1. CONSTRUCTION

Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.

The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.

2. DELIVERY

2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

2.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Liens: All materials shall be free of liens.

2.6. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified on the price workbook.

2.7. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

3. FORM OF CONTRACT

3.1. Contract vendor documents: If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, any issued amendments, best and final offer(s), the awarded proposal(s), contract modifications, and properly issued and reviewed purchase orders referencing the awarded contract number.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

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4. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

5. INSURANCE

5.1. Certificate of Insurance: Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate of Insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation
- Technology Errors and Omissions Liability
- Network Security (Cyber) and Privacy Liability Insurance

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity, shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, shall be provided at no additional cost.

Provide evidence of current insurance coverage after Tab 2c.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, may render your proposal as non-responsive.

5.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

5.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000.

5.4. Network Security and Privacy Liability Insurance: Policy shall include coverage for claims and losses with respect to network risks, (e.g., data breaches, unauthorized access/use, I.D. theft, invasion of privacy, damage/loss/theft of data, degradation, and downtime), providing limits of an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.

Network Security and Privacy Liability insurance shall be identified as a separate coverage on certificate, or if packaged with Technology Errors and Omissions insurance, offeror shall include evidence of the additional coverage. Policy shall identify the Network Security and Privacy Liability insurance includes only first-party coverage, with or without no third-party claims, for emergency response in the event of a network or privacy breach such as costs to notify individuals whose data may have been compromised through registered mail. Contract vendor agrees to include coverage for third-party claims upon member request, should any policy not include this option.

5.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

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5.6. **Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

5.7. **Technology Errors and Omissions insurance:** Policy shall include coverage for claims and losses in the event their unintended error or omission in performing services or providing back or front-end product(s) causes a loss to a third party(s) and for which a claim is brought against the insured and/or the member, and providing limits of an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.

Technology Errors and Omissions insurance shall identify if the policy includes only first-party coverage, with or without no third-party claims for loss. Contract vendor agrees to include coverage for third-party claims, upon member request, should any policy not include this option.

5.8. **Workers' compensation insurance:** Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

6. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, offeror shall include details of any such arrangement in the proposal.

7. MANUFACTURER SUPPORT

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is an authorized dealer for the equipment offered, and that offeror is authorized to submit an offer on such equipment.

8. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

9. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision, installation and maintenance of the product, material, process, or services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the proposal and/or its own investigation of the company.

10. PRICING

10.1. **Administration fee:** Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

10.2. **Application of pricing:** In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to

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determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
 - a) Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the offeror.
 - b) Any contingencies for economic price adjustments shall be identified in the proposal.
 - c) Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- a) Is regularly maintained by a manufacturer, distributor or contractor;
- b) Is either published or otherwise available for inspection by customers; and/or
- c) States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

- 10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.
- 10.5. Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the proposal. If allowed contingencies for price adjustment occur, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).
- 10.6. Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
- 10.7. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.
- 10.9. Escalators: Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.
- 10.10. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from

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Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in Basis for pricing.

- 10.11. Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.**
- 10.12. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.**
- 10.13. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.**
- Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.**
- 10.14. Travel/drive rates: Contract vendor may charge for travel/drive rates under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.**
- a) Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.**

11. SAMPLES

- 11.1. Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.**
- 11.2. Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.**
- 11.3. Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror shall be considered abandoned, and Mohave shall have the right to dispose of them.**

12. SITE REQUIREMENTS

- 12.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.**
- 12.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety**

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fingerprint clearance card in accordance with A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

- 12.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

- 12.4. Preparation: Contract vendor shall not begin a project for which the member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.
- 12.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.
- 12.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.
- 12.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Special Terms and Conditions
(Place after Tab 1d)

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

13. SUBCONTRACTORS

- 13.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.
- 13.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.
- 13.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.
- 13.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.
- 13.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.
- 13.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

14. TERM OF CONTRACT AND EXTENSION

- 14.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.
- 14.2. Contract extension (contract modification): Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).
- 14.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

Special Terms and Conditions
(Place after Tab 1d)

15. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

16. WARRANTY/QUALITY GUARANTEE

16.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. Any applicable extended warranty pricing shall be included in the Excel pricing workbook.

16.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

16.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

16.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year after acceptance of the equipment or materials by member, they shall be:

- a) Of a quality to pass without objection in the industry or trade normally associated with them;
- b) Fit for the intended purpose(s) for which they are used;
- c) Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- d) Adequately contained, packaged and marked as the contract may require; and
- e) Conform to the written promises or affirmations of fact made by contract vendor.

16.5. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

16.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued services be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

- ☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti- Lobbying Certificate, USDA Form AD-1048

Tab 1e – A complete copy of the Scope of Work is placed after Tab 1e.

A complete copy of the Specifications with compliance, exception/deviation, or no bid noted for each item is placed after Tab 1e.

A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions/deviations to the Scope of Work and Specifications are noted and explained.

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Scope of Work (Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for IBM Power Servers and Storage as specified within this Request for Proposal. These products/services are requested for Mohave's statewide membership of approximately 480 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials for IBM. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

One contract vendor holds Mohave's current contract for the specified products and services. Activity under the contract from 1/30/2019 including year to date activity (as of the publication date of this RFP) is \$4,717,706. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	Wednesday, August 30, 2023
Pre-proposal Conference Held (non-mandatory)	Wednesday, September 13, 2023 at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Tuesday, September 26, 2023 at 5:00 p.m. (local AZ time) Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.
Published RFP Due Date and Time	Tuesday, October 3, 2023 at 3:00 p.m. (local AZ time)
Public Opening of Proposal	Tuesday, October 3, 2023 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	December 30, 2023 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	January 31, 2024

**Scope of Work
(Place after Tab 1e)**

3. SUBMISSION OF PROPOSALS

- 3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, as well as the completeness and clarity of the submittal content.
- 3.2. The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form*.
- 3.3. A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:
Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) is/are determined in writing to be most advantageous to Mohave for its members. Responsive and responsible offeror(s) shall provide the following requirements:

- 1) Pricing Information: Excel pricing workbook (non-secured or locked) uploaded to OpenGov Procurement. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, travel description, extended warranty and annual maintenance service information;
- 2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: *Offer and Acceptance Form*, *Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, *Scope of Work*, *Specifications with exceptions/deviations noted*, *Scope of Work and Specifications Acceptance Form*, *Anti-Lobbying Certificate Form*, *U.S. Department of Agriculture Form AD-1048*, and *EDGAR Certification*;
- 3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;
- 4) Supporting Contract Documents: Completed supporting contract documents, support and annual maintenance information, sample supplemental or end-user agreements;
- 5) Additional Information: *Instructions to Offeror and Checklist Form*, descriptive literature, slicks and any supporting documents, overall evaluation orderliness, readability of offer and evidence that the firm has the ability to follow instructions, and additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code (A.A.C.): [https://azsos.gov/rules/arizona-administrative-](https://azsos.gov/rules/arizona-administrative-code)

[code](https://azsos.gov/rules/arizona-administrative-code) Arizona Executive Orders: <https://azgovernor.gov/executive-orders>

Arizona Revised Statutes (A.R.S.): <https://www.azleg.gov/arstitle/>

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II (SAAM): <https://qao.az.gov/travel/welcome-qao-travel>

Code of Federal Regulations (CFR): <http://www.ecfr.gov/>

Scope of Work
(Place after Tab 1e)

Education Department General Administrative Regulations (EDGAR):

<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

E-Verify: <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Davis-Bacon: <https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Public Law: <http://www.congress.gov/public-laws/116th-congress>

Uniform Commercial Code as adopted by the State of Arizona (UCC): <https://www.azleg.gov/arsDetail/?title=47>

United States Department of Housing and Urban Development (HUD): <http://www.hud.gov/>

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

International Business Machines (IBM): <https://www.ibm.com/us-en/>

Specifications
(Place after Tab 1e)

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

Partial proposals: Mohave may consider partial proposals for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of brand equivalent offers. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and/or equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Offerors shall offer products, materials, processes, or services they believe meet the specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation*" box. "No Bid" items shall be marked as such in the appropriate "Exception/Deviation*" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications		Comply	Exception/ Deviation*
1.1 IBM Power Servers – General Requirements			
1.1.01	Contract vendor shall be a systems integrator, working with members who have power server(s), or are in the process of purchasing a power server(s) and/or storage.	X	
1.1.02	Contract vendor shall be willing and committed to working in partnership with authorized IBM sales and service agents, or an approved power server alternative.	X	
1.1.03	Contract vendor shall provide project management for conversion, migration and implementation services, as needed by the member, for power server and storage work environments.	X	
1.1.04	Contract vendor shall develop business applications and train users on applications developed.	X	
1.1.05	Contract vendor shall be proficient in appropriate programming languages used in power server environment.	X	
1.1.06	Contract vendor shall provide documentation for all consulting and implementation services, to the member upon request.	X	
1.1.07	Contract vendor shall assist in developing Internet connectivity.	X	
1.1.08	Contract vendor shall have properly certified engineers on staff, able to perform services to member's infrastructure software, as required by member.	X	
1.1.09	Contract vendor shall provide security audits and system management services for power server environments.	X	

Specifications
(Place after Tab 1e)

Specifications		Comply	Exception/ Deviation*
1.1	IBM Power Servers – General Requirements (Cont'd)		
1.1.10	Contract vendor shall have an emergency service for data disaster recovery.	X	
1.1.11	Contract vendor shall recommend power server LAN/WAN configurations for IBM or an approved alternate's power server installation.	X	
1.2	IBM Power Server Hardware, Software, Peripherals, and Services		
1.2.01	Contract vendor shall provide current IBM or approved alternate power server applications.	X	
1.2.02	Contract vendor shall provide upgrades of older AS/400 and iSeries models up to current standards and capabilities including, but not limited to: new/additional processor(s), memory, supported disks, external storage, and other input and output functionality.	X	
1.2.03	Contract vendor shall offer packaged applications for use on power servers to include, but not be limited to: printing support; advanced printing fonts; development program drivers and toolsets; backup recovery drivers; high availability and disaster recovery; business graphics utilities; client encryption utilities; communications utilities; content on demand management software; cryptographic utilities; database query; editor and add-on utilities; facsimile support utilities; Lotus Domino server software; word processor; spreadsheet and database applications; and web application support utilities.	X	
1.2.04	Contract vendor shall assist with connectivity between power servers and standard desktop networks.	X	
1.2.05	Contract vendor shall ensure base models in the power server line and storage are configured with current industry standards for storage capacities, controllers, memories, and Ethernet cards.	X	
1.2.06	Contract vendor shall ensure power systems have the capability to connect large numbers of power servers to operate as a single system capable of sharing both data and workload.	X	
1.2.07	Contract vendor shall offer virtual provisioning which permits two copies, or two versions, of the operating system to run on the same power server offering both convenience and further improvements in availability. It shall also be possible to have multiple power server processors share a common pool of storage drives.	X	
1.2.08	Contract vendor shall ensure power servers serve multi-media applications effectively and efficiently.	X	
1.2.9	Contract vendor shall offer a hierarchical storage manager system which allows all storage resources (main memory, disk, optical storage, and magnetic tape) to appear to be part of a single space with almost unlimited capacity.	X	
1.2.10	Contract vendor may offer power server peripherals to include, but not be limited to: memory; external/internal storage drives; QIC tape drives; network Ethernet cards; Peripheral Component Interconnect (PCI) expansion units; expansion/migration equipment towers; redundant power supplies; rack mount equipment; fiber adapters; input/output processors; disk/tape drive controllers; input/output adaptors; and PCI Wide Area Network/Ethernet/Token-Ring/adaptor cards.	X	
1.2.11	Contract vendor shall clearly identify any refurbished equipment offered in this proposal, and in member quotations.	X	

Specifications
(Place after Tab 1e)

Specifications		Comply	Exception/ Deviation*
1.2	IBM Power Server hardware, software, peripherals, and services (Cont'd)		
1.2.12	Contract vendor shall ensure all electronics are designed for continuous use without degradation of function or performance.	X	
1.2.13	Contract vendor shall offer annual maintenance and support services for equipment sold through the contract, to include, but not be limited to: configuration, design, setup, troubleshooting, installation, repair, and annual maintenance services. Any costs associated with the annual maintenance and support shall be included in the pricing workbook.	X	
1.2.14	Contract vendor shall offer training on the use of all equipment sold through the contract. Any costs associated with this training shall be included in the pricing workbook placed.	X	

*Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

- ☒ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

Tab 1f – A completed copy of the *Anti-Lobbying Certificate Form* is placed after Tab 1f. A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1f.

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Anti-Lobbying Certification Form
(Place after Tab 1f)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

(A) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (B) of this certification.

(B) The offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that:

- (1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

QCM Technologies

(Firm Name)



Timothy Kinnerup

(Signature)

Timothy Kinnerup

(Print Name)

VP Of Sales

(Print Title)

August 31, 2023

(Date Certified)

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IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti- Lobbying Certificate, USDA Form AD-1048

Tab 1g – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1g.
Explanation from any prospective lower tier participant that is unable to certify to any of the statements
in the certification is placed after Tab 1g.

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U.S. Department of Agriculture Form AD-1048
(Place after Tab 1g)

UNITED STATES DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 15) Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

QCM Technologies

RFP 23H-1003

Organization Name

PR/Award Number or Project Name

Timothy Kinnerup

Vice President of Sales

Name(s) and

Title(s) of Authorized Representative(s)



Signature(s)

August 31, 2023

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1g)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (RFP page 14) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IBM Power Servers and Storage

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti- Lobbying Certificate, USDA Form AD-1048

Tab 1h – A completed copy of *EDGAR Certification* is placed after Tab 1h.

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1f), USDA Form AD-1048 (Tab 1g), and EDGAR Certification (Tab 1h) shall render your proposal non-responsive.

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Edgar Certification
(Place after Tab 1h)

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

- A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.
- B. Termination Clause. Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- C. Equal Employment Opportunity. The contract vendor shall comply with the 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 regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended): <https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government>
- D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
 - a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If

**Edgar Certification
(Place after Tab 1h)**

there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over \$100,000)

- J. **Certification Regarding Lobbying.** Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- K. **Record Retention - Record Keeping.** The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).
- L. **Energy Policy and Conservation Act.** The contract vendor shall meet the 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.)
- M. **Civil Rights Compliance.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
- a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410:
(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- N. **Buy American Provision.** The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:
- a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

**Edgar Certification
(Place after Tab 1h)**

- b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

- O. Affordable Care Act. The contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.
- P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)
- Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)
- R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.
- S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 8.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.
- T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and its implementing regulations.
- U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)

**Edgar Certification
(Place after Tab 1h)**

- V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, Mohave shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contract vendor agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.
- X. Subcontractors. Contract vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Y. Domestic Preferences for Procurements.
- a. As appropriate and to the extent consistent with law, Mohave and Mohave's members, to the greatest extent practicable under a Federal award, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.
 - b. For purposes of this section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE. **OFFEROR MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.**

Company Name: QCM Technologies

Mohave Solicitation Number: RFP 23H-1003

Printed Name: Timothy Kinnerup



Authorized Signature: 

Date: August 31, 2023

Title: Vice President of Sales

E-Mail: tkinnerup@qcmtech.com

IBM Power Servers and Storage

Tab 2: Primary Vendor Information



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IBM Power Servers and Storage

Tab 2: Primary Vendor Information

Tab 2a – A complete response to the Method of Approach pages is placed after Tab 2a.

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Primary Vendor Information
Method of Approach
(Place after Tab 2a)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This information shall include, but not be limited to:

- a. **Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:**

QCM Technologies [QCM] has a team of account executives responsible for calling directly on customers. Most QCM account executives have been with the company for numerous years, and accounts are segmented based on customer relationship(s). QCM Account Executives would be responsible for creating quotes for Mohave members, with Pat Paxton as the primary contract administrator responsible for auditing all quotes before their delivery to members. Pat Paxton would also audit all Purchase Orders for Mohave acceptance before orders would be forwarded to the QCM administrator (Denise Morton, Sales Support Specialist) responsible for orders. Tim Knight (QCM Controller) will bill all Mohave member invoices and help prepare Mohave reconciliation reports with Pat Paxton. All account executives participate in a weekly account review with QCM management.

- b. **Communication process with Mohave and its members:**

QCM strives to document all communication with email. We also have a special email distribution list for Mohave's use – gcm_mohave@gcmtech.com which sends a copy of the email to the entire Mohave support team.

- c. **Standard delivery time for products/services after receipt of purchase order:**

Delivery time is based on supply by IBM but is generally 5-10 days. Please note that there have been elements outside of our control and the manufacturers (ie Covid) in the last 5 years that have impacted our ability to meet those delivery time frames.

- d. **Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:**

New Account Executives are generally not allowed on Mohave member accounts until they have some tenure with QCM. Pat Paxton will provide training to all account executives doing work for/with Mohave. Training on any updated Mohave process(es) would be provided at the QCM office in Scottsdale, Arizona. Updated training for existing QCM personnel is provided at the start of any new award, or major Mohave changes (ie include Mohave fee). We strive for all quotes to be audited line by line to make sure they are on the Mohave contract. (We typically put the price tab and line number where pricing can be found directly on the spread sheet). We also have an accounting system method to make sure the Mohave fee gets included with every invoice.

- e. **Specific value-added services that may benefit members:**

QCM provides pre-sales sizing and configuration services, as well as post-sales systems assurance services at no charge. There is little, if no, travel/hotel costs associated with selling to Mohave members. As the largest IBM reseller headquartered in Arizona, QCM has 18 technicians on staff available to serve Mohave members. The QCM staff have almost 25 years' experience of selling IBM Products and Services on Mohave.

**Primary Vendor Information
Method of Approach
(Place after Tab 2a)**

- f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:

All Mohave quotes are audited for tab and line number associated with the product or service before they are allowed to go out.

- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:

There are no limitations to members QCM provides services to.

2. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

Yes ☒ No

(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

If "Yes," describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

On occasion, it is necessary to subcontract to the manufacturer when we are supplying a product that we do not have expertise in. While we have extensive expertise in the IBM Power Servers and the Storage Hardware, it is not possible for a firm like QCM to have expertise in every SW product IBM offers that runs on the Power boxes. There are also times when other manufacturers need to be called in to assist with the SW components, ie MIMIX. We strive to find a local resource where we can, but not even IBM has resources for every product here in the state of AZ. The maximum amount would depend, it could be up to 90% with QCM providing Project Management and the manufacturer providing the resources to complete the services required outside of hardware sizing, installation and setup.

3. Indicate if your proposal is regional or statewide: Regional _____ Statewide X

If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.

Regardless if your firm is providing statewide or regional/county services, complete the chart on the following page to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

**Primary Vendor Information
Method of Approach
(Place after Tab 2a)**

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	12.1520%	X	X
Cochise	0%	X	X
Coconino	.1266%	X	X
Gila	.0538%	X	X
Graham	0%	X	X
Greenlee	0%	X	X
La Paz	0%	X	X
Maricopa	82.8929%	X	X
Mohave	0%	X	X
Navajo	.6956%	X	X
Pima	2.8722%	X	X
Pinal	.0030%	X	X
Santa Cruz	0%	X	X
Yavapai	1.1948%	X	X
Yuma	.0091%	X	X

4. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

Choose one of the three options below:

☒ Our pricing methodology is percent of discount off manufacturer's price list or catalog.

Our pricing methodology is fixed pricing.

Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

NOTE: If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See Basis for Pricing in the Special Terms and Conditions.)

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IBM Power Servers and Storage

Tab 2: Primary Vendor Information

Tab 2b – A complete response to the Qualification and Experience pages is placed after Tab 2b.

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Tab 2b) Primary Vendor Information – Qualification and Experience

Firm Summary – QCM Technologies

1a) Summary of Offering

QCM Technologies is pleased to offer Mohave and its members the full line of IBM Power and Storage Products, as well as the Software products that work on and with these products. QCM has the Technical staff to design, install, upgrade and support these solutions, as can be testified by the long list of certifications in the various IBM products our company has. We are also offering IBM services for maintenance and support and where needed if beyond our expertise, we can bring in IBM technical support staff to assist customers.

1b) Brief History

QCM Technologies [QCM] was established in 2001, with an original focus to provide technical support to businesses with IBM midrange computers and connectivity to clients. Transitioning from J.J. Croney (with 10 Years in the business), QCM Technologies and its employees have been serving customers in Arizona for over 30 years. Since our last offering with Mohave, QCM Technologies has continued to offer a wide scope of services, managed services, enterprise, virtualization, Microsoft, cloud, and more, and continues our excellence in working with IBM Power Systems servers and services.

QCM maintains our ability to provide proof-of-concept sessions, trainings and workshops, and solution design consultations at our offices in Scottsdale, Arizona office location. Our office address is 9060 E Via Linda, Suite 220, Scottsdale, Arizona, 85258-5423. QCM continues to progress with IBM, delivering best-in-class power solutions to our customers, by ensuring our IT personnel receive ongoing trainings and certifications in IBM Power and Storage.

QCM continues to invest in IBM, most recently purchasing an IBM Power Systems AC922 Enterprise Server for demo and training purposes. Such investments result in expert sales, demo, delivery and installation of complex solutions to our customers who demand these solutions for their business. The IBM Power System integrated virtualization capabilities of the AC922 enable QCM Technologies to rapidly deploy, optimize, and recover workloads, even those migrated from previous Power Systems, via live partition mobility capabilities.

At QCM, our objective is to deliver on the promise of cost savings and business value offered by rapid and ongoing advances in hardware, software, open standards, and business environments and infrastructures used today. We architect projects that create long-term competitive advantages for our customers, because we believe that IT projects should pay for themselves. With our dedication to our customers, our ongoing efforts to be well-versed in all that we represent and support, and a work environment that supports our team's ability to continually expand our knowledge, QCM is able to address the challenges and goals of our customers, while providing the best care and response to our customers.

QCM has the prior experience of working with the Mohave Educational Services Cooperative for the past nineteen years, with additional experience working with dozens of school districts and government agencies. We would love to continue our relationship and authorize that we are submitting for RFP 23H-1003. We hope you would also like to continue doing business with us,

and feel our group is able to provide the best service in response to this RFP.

1c) Not Applicable

1d) Authorization to Provide Products / Services

QCM is a Plus Business Partner of IBM and is the largest reseller headquartered in Arizona. Combined with our 500+ years of time-tested experience, we can offer a paramount level of service to Mohave. We will continue to work with your members in identifying the best solutions for their infrastructure and to provide excellent customer service. We will also continue to offer a 'systems assurance' with each box installed and come onsite whenever necessary. Attached please find a letter from IBM showing all the products QCM Technologies are authorized to provide, as well as a copy of our IBM Business Partner Agreement.



International Business Machines Corporation

6303 Barfield Road NE
Atlanta, GA 30328

September 27, 2023

**QCM Technologies, Inc.
9060 E. Via Linda Suite 220
Scottsdale, AZ - 85258**

To Whom it may concern,

This letter is to confirm that, as of the date of this letter, **QCM Technologies, Inc.** is an IBM Business Partner Level Silver – Reseller approved to market the IBM Products and Services identified below to Commercial and **United States** Government End Users.

IBM Products and Services:

IBM Software:

Advanced Analytics
Application Platform & Integration
Assets & Operations
Customer Analytics
Customer Engagement Solutions
Data Repositories & Appliances
Digital Experience
Enterprise Content Management
Financial & Operational Performance Management
IBM Spectrum Storage Software
IBM XaaS – Entry
Information Integration & Governance
Internet of Things
Messaging & Collaboration
Open Source Analytics
Partner & Supplier Engagement Solutions
Predictive Analytics
Prescriptive Analytics
Process Transformation
Risk & Compliance
Safer Planet
Sales Performance Management
Security
Social SW & Unified Communication
Software open distribution products
Talent Management
Telco Network Analytics
Watson



International Business Machines Corporation

6303 Barfield Road NE
Atlanta, GA 30328

Watson Health

IBM Financing:
Financing

IBM Power Systems:
Category P1
Category P2
Category P3

IBM System Storage:
Category S1
Category S2
Category S3

IBM Services:
Cloud Services
Multi-vendor Services
Security Services
Power and Storage services

IBM Lab Services:
Lab Services

Sincerely,

A handwritten signature in black ink, appearing to read 'Meghan McCracken'.

Meghan McCracken
Vice President - Americas Ecosystem Sell

A handwritten signature in black ink, appearing to read 'Natalia de Greiff'.

Natalia de Greiff
Vice President - Ecosystem Americas

IBM Business Partner Agreement

Attachment for the Acquisition of IBM

Products and Services from IBM PartnerChoice



The terms of this Attachment are in addition to or modify and prevail over the terms of the IBM Business Partner Agreement for Resellers, the IBM Business Partner Agreement for Solution Providers, and the Remarketer Terms Attachment.

Under the terms of this Attachment, you may acquire IBM Products and Services we specify, from IBM PartnerChoice. If applicable, you remain eligible to acquire these Products and Services from any eligible Distributor.

Prices

We may approve additional discounted pricing for a specific End User opportunity you identify at the time of order. Sale of discounted Products and Services to an End User other than the specified End User, if applicable, or to an End User for other than its own internal use, or other sales in violation of the IBM Business Partner Agreement are ineligible for discounts. Such sales may result in the termination of this Attachment and your Business Partner Agreement and recovery by IBM of the discount amount, in addition to any other remedies available to IBM under the Business Partner Agreement.

Our price to you is the price in effect on the date we receive your order. However, a price credit adjustment will be made for Products and Services where the ibm.com price has been reduced prior to or on the date of shipment or the Service start date, as applicable.

Products and Services are not eligible for price adjustment if we decrease the price after shipment.

Price changes and modifications to product returns are only valid when contained in an IBM announcement letter, authorized special bid amendment or other IBM written authorized channel program offering. Any modification to prices or product returns terms by any means other than the authorized documentation described in this paragraph is invalid. Any attempt by you to change any of those terms, except as provided herein, will be a material breach of this Agreement.

Ordering and Delivery

We will ship Products and Services, to your address, your End User's address, or if you are an IBM Distributor, your resellers address, as you specify in your order.

Upon becoming aware of any discrepancy between our shipping manifest and the Products and Services received from us, you agree to notify us immediately. We will work with you to reconcile any differences.

Although we do not warrant delivery dates we will use reasonable efforts to meet your requested delivery dates.

We select the method of transportation and pay associated charges for Products and Services we ship. Other transportation options may be available. If you select any such option, we will specify if you are responsible for any applicable charges.

We will use reasonable efforts to meet your request for modification or cancellation of an order if we receive your request a minimum of 10 business days before the order is scheduled to be shipped. We may apply a cancellation charge for any such orders we cancel. We will inform you if a cancellation charge applies and where such charge is specified.

We transfer a Machine's title to you upon shipment. Any prior transfer of title to a Machine reverts back to IBM when it is accepted by us as a returned Machine.

We do not transfer title to Programs.

For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to you or, if you request and IBM agrees, your Customer. Thereafter, you assume the risk. The Machine will be covered by insurance, arranged and paid for by IBM for you, covering the period until it is delivered to you or your Customer. For any loss or damage, you must 1) report the loss or damage in writing to IBM within 30 calendar days of delivery and 2) follow the applicable claim procedure.

Reseller Tax Exemption

You agree to provide us with your valid reseller exemption document for each applicable taxing jurisdiction to which we ship Products and Services. If we do not receive such documentation, we will charge you applicable taxes and duties. You agree to notify us promptly if this documentation is rescinded or modified. You are liable for any claims or assessments that result from any taxing jurisdiction refusing to recognize your exemption.

Installation and Warranty

We provide instructions to enable the setup of Customer-Set-Up-Machines. We are not responsible for the installation of Programs on non-IBM Machines. We do, however, pre load Programs onto certain Machines. We provide a copy of our applicable warranty statement to you. You agree to provide it to the customer for review before the sale is finalized, unless we specify otherwise.

We calculate the expiration date of an IBM Machine's warranty period from the Machine's Date of Installation. Warranty terms for Programs are described in the programs' license terms. We provide non-IBM Products WITHOUT WARRANTIES OF ANY KIND, unless we specify otherwise. However, non-IBM manufacturers, suppliers or publishers may provide their own warranties to you.

For non-IBM Products we approve you to market, you agree to inform your customer in writing 1) that the Products are non-IBM, 2) the manufacturer or supplier who is responsible for warranty (if any), and 3) of the procedure to obtain any warranty service.

The Date of Installation for a Customer-Set-Up Machine

The Date of Installation for a Customer-Set-Up-Machine is the date the Machine is installed which you or your Remarketer, if applicable, record on the End Users sales receipt. You must notify us of this date upon our request.

General

We may audit your records regarding your marketing of the IBM Products and Services you acquire from IBM PartnerChoice. You agree to provide us with copies of invoices, delivery documents and other related documents on our request.

Products and Services you order under the terms of this Attachment:

1. may not be returned to us, other than those determined to be defective on arrival (DOA); and
2. are eligible for applicable marketing and promotional offerings.

If we terminate this Attachment, we may do so without prior notice.

We may modify the terms of this Attachment on one months written notice. Such changes are not retroactive.

By signing below, you agree that you have read and agree to the terms and conditions that govern acquisition of IBM Products and Services from IBM PartnerChoice .

Agreed to:
IBM Business Partner

By

Jorge Quintero
Authorized Signature

Name (type or print): *Jorge Quintero*

Date: *8/24/05*

Address: *8070 E. Morgan Trail #110
Scottsdale AZ 85258*

Agreed to:
International Business Machines Organization

By

Cynthia Vasser
Authorized Signature

Name (type or print): *CYNTHIA VASSER*

Date: *8/30/05*

IBM Location ID: *34263*

Phone Number: *480-556-6000*

e-Mail Address: *JQUINTERO@QCMTECH.COM*

2) Awards

2023: IBM was awarded the SEAL award for Business Sustainability.

<https://sealawards.com/sustainability-award-2023/>

2022: The IBM® Power® System S922 solution won TrustRadius awards for Best Relationship, Best Value for Price and Best Feature Set. As a cloud-enabled 1- or 2-socket 2U scale-out server designed to be a secure and reliable solution for mission-critical workloads, it is the ideal building block for hybrid cloud environments.

<https://www.ibm.com/blog/announcement/trustradius-2022-best-of-awards/>

2022: IBM recognized by Boston Consulting Group as one of the top 10 companies for Innovation

<https://www.bcg.com/publications/2022/innovation-in-climate-and-sustainability-will-lead-to-green-growth>

2022: Fast Company Innovative Teams of the Year - The IBM nanotechnology team's breakthroughs are helping to ensure that compute capacity and speed will continue to keep pace with demand in the coming years. <https://www.fastcompany.com/90773367/best-workplaces-for-innovators-2022-innovation-team-of-the-year>

2022: HPC Wire Editor's Choice Award for Best Use of HPC In Energy - Lawrence Livermore National Laboratory researchers applied cognitive simulation, an approach that combines HPC and machine learning, to 100 million internal confinement fusion (ICF) simulations. Making use of large-scale HPC machines, including the lab's IBM-built Lassen system (Built on IBM Power 9) and a deep learning tool called Merlin, the work allowed scientists to enhance the predictive models of ICF implosions and improve the way experiments are performed at the National Ignition Facility and other laser facilities. <https://www.hpcwire.com/2022-readers-editors-choice-energy/>

2021: Consumer Technology Association | CES Innovation Awards – Best of Innovation, Vehicle Intelligence and Transportation: Mayflower Autonomous Ship <https://www.ces.tech/innovation-awards/honorees/2021/best-of/ibm-the-mayflower-autonomous-ship-the-ai-capta.aspx>

4) Past or pending litigation or media on involving products or services your firm has provided within the last five (5) years

None

Form W-9 (Rev. October 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not enter this line blank. OCM TECHNOLOGIES, INC.																																																				
2 Business name/disregarded entity name, if different from above (Leave blank)																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																				
☐ Individual sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate																																																				
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																				
☐ Other (see instructions) _____																																																				
4 Address (number, street, and apt. or suite no.) See instructions. 9060 E VIA LINDA, STE 270		5 Requester's name and address (optional)																																																		
6 City, state, and ZIP code SCOTTSDALE, AZ 85258-5623		7 List account number(s) here (optional)																																																		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Use</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> <td style="width: 20px; height: 30px;"></td> </tr> </table>			Social security number																				OR										Employer identification number																			
Social security number																																																				
OR																																																				
Employer identification number																																																				
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must check only item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 60%; vertical-align: bottom;"> </td> <td style="width: 25%; vertical-align: bottom;"> Date 01/01/2023 </td> </tr> </table>			Sign Here		Date 01/01/2023																																															
Sign Here		Date 01/01/2023																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																																				
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (broker or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				

5) Small or Minority Business



6) Reference Surveys

Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

Avondale Elementary School District

Valley Metro

City of Tucson

City of Glendale

Central Arizona Project

Arizona Supreme Court

#1

COMPLETE

Collector: RFP 23H-1003 (Web Link)
Started: Thursday, August 31, 2023 5:12:17 PM
Last Modified: Thursday, August 31, 2023 5:15:18 PM
Time Spent: 00:03:01
IP Address: 72.208.115.163

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	William Gresko
Agency or Company	Avondale Elementary School District #44
Position	Director of Technology
Email Address	wgresko@chooseaesd.org
Phone Number	(623) 772-5063

Q2

The vendor that you are providing vendor performance information for:

Company	QCM Technologies
Address	9060 East Via Linda Suite 220
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85258

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to IBM Power Servers and Storage provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

I have been working with QCM for many, many, many years and they always do an outstanding job!

#2

COMPLETE

Collector: RFP 23H-1003 (Web Link)
Started: Friday, September 08, 2023 7:33:32 AM
Last Modified: Friday, September 08, 2023 7:37:49 AM
Time Spent: 00:04:17
IP Address: 209.234.148.219

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Phil Ozlin
Agency or Company	Valley Metro
Position	Chief Information Officer
Email Address	pozlin@valleymetro.org
Phone Number	602-495-8253

Q2

The vendor that you are providing vendor performance information for:

Company	QCM Technologies
Address	9060 East Via Linda Suite 220
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85258

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

No

Is the survey information you have provided related to IBM Power Servers and Storage provided in this solicitation?

Q10

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Software and Cybersecurity professional services.

Q11

Do you have any other comments, questions, or concerns?

They have been an excellent partner and it would be painful to lose access to the resources provided through the contract.

#3

COMPLETE

Collector: RFP 23H-1003 (Web Link)
Started: Tuesday, September 12, 2023 12:34:47 PM
Last Modified: Tuesday, September 12, 2023 12:44:46 PM
Time Spent: 00:09:59
IP Address: 166.89.66.186

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Amber Kerwin
Agency or Company	City of Tucson, Tucson Water
Position	Mgmt Coordinator
Email Address	Amber.Kerwin@tucsonaz.gov
Phone Number	520.471.3327

Q2

The vendor that you are providing vendor performance information for:

Company	QCM Technologies
Address	9060 East Via Linda Suite
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85258

Q3

The ability to deliver products/provide services per your expectations:

(no label) 10 - Very Satisfied

Q4

The overall quality of products/services provided by the firm:

(no label) 10 - Very Satisfied

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

8

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to IBM Power Servers and Storage provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?

7) Business Partner Level – Partner Plus Tier

The screenshot displays the IBM Partner Portal interface. The top navigation bar includes links for Home, Deals, Incentives, Learning and education, Benefits, Company management, Contract management, Credits, Employees, Company profile, Training and partner events, Insights and reports, and Partner support. The main content area is titled 'Company profile' and features a 'Read-only view' warning. The 'Company details' section shows the company name 'QCM Technologies, Inc.', website 'http://www.qcmtech.com', and a 'Registered' status. The 'Addresses' section lists the headquarters at 9063 E. Via Linda Suite 200, Scottsdale, Arizona 85258.

8) Manufacturer / Industry Certificates

Employee	Name	Credential type
Denise Morton	IBM Certified Technical Sales Specialist - Power Systems with POWER8 Enterprise	Technical
Denise Morton	IBM Certified Specialist - New Workloads Sales V1	Sales
Denise Morton	IBM Certified Specialist - Traditional Workloads Sales V1	Sales
Denise Morton	IBM POWER9 Business Partner Sales Foundations V1	Sales
Denise Morton	IBM Systems Business Partner Storage Fundamental Sales Concepts V1	Sales
Denise Morton	Cloud Core	Not Applicable
Denise Morton	IBM Cloud Essentials	Not Applicable
Denise Morton	IBM Journey to Cloud Sales Essentials	Not Applicable
Jorge Quintero	Digital Marketing Foundations for Business Partners	Not Applicable
Jorge Quintero	Business Partner Integrity Training	Foundational Sales
Jorge Quintero	Hyperconverged Systems powered by Nutanix - Level 1	Foundational Sales
Jorge Quintero	IBM Education: Government Owned Entity Employee Determinations	Foundational Sales
Jorge Quintero	POWER9 Family Level 1	Foundational Sales
Michael Drapkin	IBM Certified Solution Architect - Spectrum Storage Solutions V1	Technical
Michael Drapkin	IBM Certified Specialist - Storage Technical V2	Technical
Michael Drapkin	IBM Certified Specialist - Virtualized Storage V2	Technical

Michael Drapkin	IBM Power Systems IBM Watson Machine Learning Accelerator Skill L3	Technical
Michael Drapkin	Cloud Integration Sales Foundations	Sales
Michael Drapkin	IBM Certified Specialist - New Workloads Sales V1	Sales
Michael Drapkin	IBM Certified Specialist - New Workloads Sales V2	Sales
Michael Drapkin	IBM POWER9 Business Partner Cognitive Sales Foundations V1	Sales
Michael Drapkin	IBM Systems Business Partner Artificial Intelligence on IBM POWER9	Sales
Michael Drapkin	IBM Systems Business Partner Hybrid Multicloud on IBM POWER9	Sales
Michael Drapkin	IBM Systems Business Partner SAP HANA on IBM POWER9	Sales
Michael Drapkin	Storage for Containers and Cloud Paks - Sales Foundation	Sales
Michael Drapkin	2019 TechU LinuxONE Fast Start for Linux Admins	Not Applicable
Michael Drapkin	All Flash Storage Foundations V2	Not Applicable
Michael Drapkin	IBM Hybrid Multicloud on Power	Not Applicable
Michael Drapkin	IBM Power Systems Cognitive Masters	Not Applicable
Michael Drapkin	IBM Power Systems Cognitive Masters V2	Not Applicable
Michael Drapkin	IBM Power Systems POWER9 V2	Not Applicable
Michael Drapkin	Linux on IBM Power Systems - Sales 2016	Not Applicable
Michael Drapkin	SAP HANA on Power Systems	Not Applicable
Michael Drapkin	IBM Power Systems POWER9 V2 Badge	Technical
Michael Drapkin	IBM Systems Business Partner SAP HANA on IBM POWER9	Technical
Michael Drapkin	Business Partner Integrity Training	Foundational Sales
Michael Drapkin	FlashSystem Overview and Safeguarded Copy for Sales Level 2	Foundational Sales
Michael Drapkin	FlashSystem Overview and Safeguarded Copy Level 2 1/2 Quiz	Foundational Sales
Michael Drapkin	Hybrid Multicloud Solutions on Power Systems copy 1	Foundational Sales
Michael Drapkin	IBM AI: How Infrastructure Matters on the Journey to AI	Foundational Sales

Michael Drapkin	IBM Cloud Pak for Data (formerly IBM Cloud Private for Data) on Power - Level 1	Foundational Sales
Michael Drapkin	IBM Cognitive Systems AI Software Portfolio Level 1 copy 1	Foundational Sales
Michael Drapkin	IBM LinuxONE Foundations L1	Foundational Sales
Michael Drapkin	IBM Storage Defender Level 1	Foundational Sales
Michael Drapkin	IBM Storage Defender Level 1 Quiz	Foundational Sales
Michael Drapkin	IBM Storage for Containers and Cloud Paks Level 1	Foundational Sales
Michael Drapkin	IBM Storage for Hybrid Cloud Level 1	Foundational Sales
Michael Drapkin	IBM Storage for Hybrid Cloud Level 1 Quiz	Foundational Sales
Michael Drapkin	IBM Storage for Red Hat OpenShift Container Platform - Storage Orchestration Lev	Foundational Sales
Michael Drapkin	IBM Storage for Red Hat OpenShift Container Platform - Storage Orchestration Lev	Foundational Sales
Michael Drapkin	IBM Storage Insights and Insights Pro Level 2	Foundational Sales
Michael Drapkin	IBM Storage Insights and Insights Pro Level 2 Quiz	Foundational Sales
Michael Drapkin	IBM Storage Suite for Cloud Paks - Level 2 Quiz	Foundational Sales
Michael Drapkin	IBM Storage Suite for IBM Cloud Paks [Level 2]	Foundational Sales
Michael Drapkin	Open Source Building Blocks for Chapter 2 Ansible, Docker, Kubernetes, and Ope	Foundational Sales
Michael Drapkin	POWER9 AC922 Level 2	Foundational Sales
Michael Drapkin	POWER9 Enterprise Servers Level 2	Foundational Sales
Michael Drapkin	POWER9 Family Level 1	Foundational Sales
Michael Drapkin	POWER9 IC922 Level 2	Foundational Sales
Michael Drapkin	POWER9 Scale Out Servers Level 2	Foundational Sales
Michael Drapkin	Readying the Enterprise for Chapter 2 OpenShift, Cloud Paks, and IBM Systems L	Foundational Sales
Michael Drapkin	SAP HANA on Power Level 1	Foundational Sales
Michael Drapkin	SAP HANA on Power Level 2	Foundational Sales
Michael Drapkin	Storage for Containers and Cloud Paks - Quiz	Foundational Sales

Michael Drapkin	Watson Machine Learning Accelerator, Visual Insights and H2O DAI Level 2	Foundational Sales
Michael Drapkin	Watson Studio Local (formerly Data Science Experience Local) on Power Level 1	Foundational Sales
Patricia Paxton	IBM Certified Specialist - Midrange Storage Sales V3	Sales
Patricia Paxton	IBM POWER9 Business Partner Sales Foundations V1	Sales
Patricia Paxton	IBM Systems Business Partner Storage Fundamental Sales Concepts V1	Sales
Patricia Paxton	Cloud Core	Not Applicable
Patricia Paxton	IBM Cloud Essentials	Not Applicable
Patricia Paxton	IBM Journey to Cloud Sales Essentials	Not Applicable
Patricia Paxton	IBM Journey to Cloud - Solution Value (for BPs)	Technical
Patricia Paxton	IBM Journey to Cloud Learning - Solution Core (for BPs)	Technical
Patricia Paxton	FlashSystem Fundamental Concepts Level 1	Foundational Sales
Patricia Paxton	FlashSystem Fundamental Concepts Quiz	Foundational Sales
Patricia Paxton	IBM Storage for Data and AI Level 1	Foundational Sales
Patricia Paxton	IBM's Journey to Cloud - IBM and Red Hat	Foundational Sales
Patricia Paxton	IBMs Journey to Cloud - Cloud Paks (for BPs)	Foundational Sales
Patricia Paxton	Storage for Data and AI Level 1 Quiz	Foundational Sales
Robert Vega	Cloud Adoption and Migration	Foundational Sales
Robert Vega	Cloud Adoption and Migration	Foundational Sales
Robert Vega	Introduction to the IBM Cloud Advocate	Foundational Sales
Robert Vega	Introduction to the IBM Cloud Advocate	Foundational Sales
Robert Vega	The Cloud and Why People Use It	Foundational Sales
Robert Vega	The Cloud and Why People Use It	Foundational Sales
Robert Vega	The History and Evolution of the Cloud	Foundational Sales
Robert Vega	The History and Evolution of the Cloud	Foundational Sales
Roberto Garcia	IBM POWER9 Business Partner Sales Foundations V1	Sales
Russ Woodman	IBM Business Partner Storage - Enterprise Storage - Technical Advocate V1	Technical
Russ Woodman	IBM FlashSystem Technical Sales Intermediate	Technical
Russ Woodman	IBM Power Infrastructure as a Service Solutions Technical Sales Intermediate	Technical
Russ Woodman	IBM Power Systems Virtual Server Technical Sales Intermediate	Technical
Russ Woodman	IBM FlashSystem Sales Foundation	Sales
Russ Woodman	IBM Power Infrastructure as a Service Solutions Sales Foundation	Sales
Russ Woodman	IBM Systems Business Partner Artificial Intelligence on IBM POWER9	Sales
Russ Woodman	IBM Systems Business Partner for Enterprise Storage Sales V1	Sales
Russ Woodman	IBM Systems Business Partner for Enterprise Storage Technical Sales V1	Sales
Russ Woodman	IBM Systems Business Partner Hybrid Multicloud on IBM POWER9	Sales

Russ Woodman	IBM Systems Business Partner SAP HANA on IBM POWER9	Sales
Russ Woodman	Storage for IBM Z - Sales Foundation	Sales
Russ Woodman	IBM Hybrid Multicloud on Power	Not Applicable
Russ Woodman	IBM Power Systems Cloud and Cognitive V2	Not Applicable
Russ Woodman	IBM Power Systems Cognitive Masters V2	Not Applicable
Russ Woodman	IBM Power Systems POWER9 V2	Not Applicable
Russ Woodman	IBM Tape Storage Solutions Foundations V1	Not Applicable
Russ Woodman	SAP HANA on Power Systems	Not Applicable
Russ Woodman	Storage for Data Resilience - Foundational	Not Applicable
Russ Woodman	IBM Power Infrastructure as a Service Solutions	Technical
Russ Woodman	IBM Power Systems POWER9 V2 Badge	Technical
Russ Woodman	Efficient data operations on IBM FlashSystem 5200 for Technical Sales Level 3	Foundational Sales
Russ Woodman	Efficient data operations on IBM FlashSystem 5200 for Technical Sales Level 3 Qu	Foundational Sales
Russ Woodman	FlashSystem Overview and Safeguarded Copy for Sales Level 2	Foundational Sales
Russ Woodman	FlashSystem Overview and Safeguarded Copy Level 2 Quiz	Foundational Sales
Russ Woodman	Hybrid Multicloud Solutions on Power Systems copy 1	Foundational Sales
Russ Woodman	IBM AI: How Infrastructure Matters on the Journey to AI	Foundational Sales
Russ Woodman	IBM Cloud Pak for Data (formerly IBM Cloud Private for Data) on Power - Level 1	Foundational Sales
Russ Woodman	IBM Cognitive Systems AI Software Portfolio Level 1 copy 1	Foundational Sales
Russ Woodman	IBM DS8900F Enterprise Disk Storage Level 2	Foundational Sales
Russ Woodman	IBM DS8900F Enterprise Disk Storage Level 2 Quiz	Foundational Sales
Russ Woodman	IBM FlashSystem Sales Foundation	Foundational Sales
Russ Woodman	IBM Power E1050 Level 2	Foundational Sales
Russ Woodman	IBM Power E1050 Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Power E1080 Level 2	Foundational Sales
Russ Woodman	IBM Power E1080 Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Power Infrastructure as a Service Solutions	Foundational Sales
Russ Woodman	IBM Power Systems Virtual Server for Technical Sales Level 3	Foundational Sales
Russ Woodman	IBM Power Systems Virtual Server for Technical Sales Level 3 Quiz	Foundational Sales
Russ Woodman	IBM Power Systems Virtual Server Level 2	Foundational Sales
Russ Woodman	IBM Power Systems Virtual Server Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Power10 Scale-Out Level 2	Foundational Sales
Russ Woodman	IBM Power10 Scale-out Level 2 Quiz	Foundational Sales
Russ Woodman	IBM SAN Volume Controller for Hybrid Cloud Level 2	Foundational Sales
Russ Woodman	IBM SAN Volume Controller for Hybrid Cloud Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Spectrum Protect Plus Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Storage Copy Data Management Level 2	Foundational Sales
Russ Woodman	IBM Storage Copy Data Management Level 2 Quiz	Foundational Sales

Russ Woodman	IBM Storage Expert Care Level 2	Foundational Sales
Russ Woodman	IBM Storage Expert Care Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Storage for Containers and Cloud Paks Level 1	Foundational Sales
Russ Woodman	IBM Storage for Hybrid Cloud Level 1	Foundational Sales
Russ Woodman	IBM Storage for Hybrid Cloud Level 1 Quiz	Foundational Sales
Russ Woodman	IBM Storage for IBM Z Level 1	Foundational Sales
Russ Woodman	IBM Storage for IBM Z Level 1 Quiz	Foundational Sales
Russ Woodman	IBM Storage Insights and Insights Pro Level 2	Foundational Sales
Russ Woodman	IBM Storage Insights and Insights Pro Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Storage Protect Level 2	Foundational Sales
Russ Woodman	IBM Storage Protect Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Storage Protect Plus Level 2	Foundational Sales
Russ Woodman	IBM Storage Virtualize for Public Cloud Level 2	Foundational Sales
Russ Woodman	IBM Storage Virtualize for Public Cloud Level 2 Quiz	Foundational Sales
Russ Woodman	IBM Tape Storage Solutions Foundations V1	Foundational Sales
Russ Woodman	IBM TS7700 Virtual Tape Library Level 2	Foundational Sales
Russ Woodman	IBM TS7700 Virtual Tape Library Level 2 Quiz	Foundational Sales
Russ Woodman	Open Source Building Blocks for Chapter 2 Ansible, Docker, Kubernetes, and Ope	Foundational Sales
Russ Woodman	Power Cloud for Technical Sales Part 1 - Public Cloud	Foundational Sales
Russ Woodman	Power Cloud for Technical Sales Part 2 - Private Cloud	Foundational Sales
Russ Woodman	Power Cloud for Technical Sales: Part 1 Public Cloud Quiz	Foundational Sales
Russ Woodman	Power Cloud for Technical Sales: Part 2 Private Cloud	Foundational Sales
Russ Woodman	POWER9 AC922 Level 2	Foundational Sales
Russ Woodman	POWER9 Enterprise Servers Level 2	Foundational Sales
Russ Woodman	POWER9 Family Level 1	Foundational Sales
Russ Woodman	POWER9 IC922 Level 2	Foundational Sales
Russ Woodman	POWER9 Scale Out Servers Level 2	Foundational Sales
Russ Woodman	Readying the Enterprise for Chapter 2 OpenShift, Cloud Paks, and IBM Systems L	Foundational Sales
Russ Woodman	SAP HANA on Power Level 1	Foundational Sales
Russ Woodman	SAP HANA on Power Level 1 Quiz	Foundational Sales
Russ Woodman	SAP HANA on Power Level 2	Foundational Sales
Russ Woodman	SAP HANA on Power Level 2 Quiz	Foundational Sales
Russ Woodman	Storage for Containers and Cloud Paks - Quiz	Foundational Sales
Russ Woodman	Storage for Data Resilience [Level 1]	Foundational Sales
Zona Brandt	Digital Marketing Foundations for Business Partners	Not Applicable
Zona Brandt	Government Owned Entity Employee Determinations 2021	Foundational Sales
Zona Brandt	Government Owned Entity Employee Determinations 2022	Foundational Sales
Zona Brandt	Government Owned Entity Employee Determinations 2023	Foundational Sales
Zona Brandt	IBM Education: Government Owned Entity Employee Determinations	Foundational Sales
Zona Brandt	Using Skills Gateway and Seismic for Business Partner learning and sales enablem	Foundational Sales

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IBM Power Servers and Storage

Tab 2: Primary Vendor Information

Tab 2c – A current certificate or certificates of insurance (see **Special Terms and Conditions 5.1 Certificate of Insurance**) is placed after Tab 2c.

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 855 874-1450		CONTACT NAME: Sarah L. Armenta PHONE (A/C, No, Ext): 602-749-4122 E-MAIL ADDRESS: sarah.armenta@usi.com FAX (A/C, No):															
INSURED QCM Technologies, Inc. 9060 E Via Linda Suite 220 Scottsdale, AZ 85258		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER D : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Technology Insurance Company, Inc.	42376	INSURER D : Trumbull Insurance Company	27120	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	59UUNVF0809	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	59UENBB9742	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			59RHUVX9907	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4194329	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Tech Liability w/Cyber Retro: 12/01/2001			59TE026313823	01/01/2023	01/01/2024	\$3,000,000 Each Act \$3,000,000 Aggregate \$25,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability Policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability Policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability and Automobile Liability (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Mohave Educational Services
 Cooperative Inc
 625 E. Beale Street
 Kingman, AZ 86401-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah L. Armenta

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DESCRIPTIONS (Continued from Page 1)

Policies provide a Blanket Waiver of Subrogation when required by written contract. The General Liability includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. Umbrella Liability follows over the General Liability, Automobile Liability and Worker's Compensation Policies.

RE: MESC contract 13U-QCM-0129.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 51 feet long; and
 - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h, and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

i. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**

To any insured, except "volunteer workers".
- b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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IBM Power Servers and Storage

Tab 2: Primary Vendor Information

Tab 2d – Financial information (statement from financial institution or letter of credit) is placed after Tab 2d.

Note: **Confidential
Financial
Information**
Removed

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IBM Power Servers and Storage

Tab 3: Pricing Information



IBM Power Servers and Storage

Tab 3: Pricing Information

Tab 3a – A PDF copy of the Summary Sections 1-7 worksheets shall be submitted after Tab 3a with your proposal.

In addition to the PDF copy of the Summary Sections 1-7 worksheets, the required Excel pricing workbook shall be uploaded to OpenGov Procurement with your proposal in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable).

Solicitation Number:	23H-1003
Name of Solicitation:	IBM Power Servers and Storage
Contract Vendor's Name:	QCM Technologies

Summary Section One: Shipping and Restock Fees

Shipping & Handling Rates:	IBM has included the shipping price of a full machine types (system units) as a part number under the various machine types. Any individual parts ordered as an upgrade will be PP&A (pre-paid by the contract vendor and added to the invoice) at cost to member.
Shipping & Handling Methodology:	Shipping charges are set by IBM at a flat fee and are the same to any customer in AZ for entire machine type (Systems) orders. Individual parts ordered as an upgrade will be PP&A (pre-paid by the contract vendor and added to the invoice) at cost to member. Shipping will be applied regardless of QCM install or customer install.
Expedited Shipping:	Expedited shipping is based on weight and timeframe and will be estimated and added to all quotes where requested. Actual charges for expedited shipping from IBM will be invoiced. All expedited shipping will be PP&A (Prepaid & Add) at cost to member.
Return Shipping:	Returns are only allowed with a Manufacturers Return Authorization (MRA). Returns are exception only and are at members expense. Member contacts QCM Technologies to work with manufacturer for MRA. MRA and shipping address provided to member by QCM Technologies.
Lift Gate Fees/Inside Delivery:	Lift gate fees are included, but inside delivery is not. Inside delivery is PP&A (Prepaid & Add) at cost to member.
Restock Fees:	Restock fees are 15%.
Restock Fees Description:	Returns are by exception only and only allowed with a Manufacturers Return Authorization (MRA).

Summary Section Two: Lodging, M&IE, Mileage, and Travel/Drive Rates

Lodging Rates:	CURRENT STATE RATES. Policy is available at http://www.gao.az.gov/travel/ .
Lodging Methodology:	Lodging Rates are charged for any time a technician works at least 6 hours and must travel at least 120 miles from the QCM Offices.
M&IE (Meals and Incidental Expenses) Rates:	CURRENT STATE RATES. Policy is available at http://www.gao.az.gov/travel/ .
M&IE (Meals and Incidental Expenses) Methodology:	Meals and incidental expenses are charged for any time a technician works at least 6 hours and must travel at least 120 miles from the QCM Offices.
Mileage rates:	CURRENT STATE RATES. Policy is available at http://www.gao.az.gov/travel/ .
Mileage methodology:	Mileage is charged for any trips further than 60 miles from QCM Technologies Offices. All miles from "0" will be charged if it is over 60 miles.
Travel/Drive Rates:	Travel rates are per hour at half the rate of the hourly billable time for the contracted work - this includes all rates billed for shift work (regular time, overtime, weekends, holidays).
Travel/Drive Rates Methodology:	Travel rates apply only for work outside the Maricopa area. No exclusions or limitations apply.

Section Three: Fees

Consumable Shop Supplies & Materials:	This contract contract does not expect consumables. Occassionally a supply (ie Ethernet Cable) may be needed in the middle of the install. Supplies such as these will be pass-thru, considered an expense and receipts of purchase will be provided.
Delivery/Pickup Fees:	N/A
Document Fees:	N/A
Dumpster Fees:	N/A
Equipment Moving Fees:	Equipment moving fees are quoted by IBM Directly to include - moving fee and insurance on the equipment. Fee will be at the actual rate quoted by IBM and not discounted.
Pcard/Credit Card Payment Processing Fees:	QCM accepts Visa, Mastercard, and American Express. If a credit card is used as payment, the fee charged may range from 3.2% - 4%, depending on which credit card is used. Ranges for each credit card used would reflect as follows: Visa - 3.2% Mastercard - 3.6% American Express - 3.6% Rates shown are current: rates are subject to change by credit card companies.

Summary Section Four: Service and Labor Rates

Service and Labor Rates:

Replace the text below with a description of each of your service and labor service rates. Replace the "Service or Labor Description" "Labor Description" below with the name of the service or labor rate, including but not limited to: Consulting, Design, Installation, Programming, Training, General Labor, Network Engineer, Lead Technician, Service Technician I. Replace the "Rate" "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if service or labor rates to not apply under an awarded contract.

Type of Labor Rate	Depot/On-Site		QCM Services Part Number	Regular Rate	Mohave Discount
	Regular/After Hours inc Weekends and Holidays				
Workstation (LT) Support	Depot/Phone	ND0	\$	100.00	15%
	Depot / Phone After Hours	ND0A	\$	150.00	15%
	On Site	NS0	\$	115.00	15%
	On Site After Hours	NS0A	\$	172.50	15%
Workstation (ST) Support	Depot/Phone	ND1	\$	125.00	15%
	Depot / Phone After Hours	ND1A	\$	157.50	15%
	On Site	NS1	\$	135.00	15%
	On Site After Hours	NS1A	\$	202.50	15%
Network Connectivity and Midrange Printer Connectivity Support	Depot/Phone	ND2	\$	125.00	15%
	Depot / Phone After Hours	ND2A	\$	157.50	15%
	On Site	NS2	\$	135.00	15%
	On Site After Hours	NS2A	\$	202.50	15%
Server Support	Depot/Phone	ND3	\$	130.00	15%
	Depot / Phone After Hours	ND3A	\$	195.00	15%
	On Site	NS3	\$	160.00	15%
	On Site After Hours	NS3A	\$	240.00	15%
Communications Support	Depot/Phone	ND4	\$	150.00	15%
	Depot / Phone After Hours	ND4A	\$	225.00	15%
	On Site	NS4	\$	180.00	15%
	On Site After Hours	NS4A	\$	270.00	15%
Consulting Level I / Training	Depot/Phone	ND5	\$	215.00	15%
	Depot / Phone After Hours	ND5A	\$	322.50	15%
	On Site	NS5	\$	250.00	15%
	On Site After Hours	NS5A	\$	375.00	15%
Mid Range Operator Support	Depot/Phone	ND6	\$	125.00	15%
	Depot / Phone After Hours	ND6A	\$	157.50	15%
	On Site	NS6	\$	145.00	15%
	On Site After Hours	NS6A	\$	217.50	15%
Mid Range System Support	Depot/Phone	ND7	\$	150.00	15%
	Depot / Phone After Hours	ND7A	\$	225.00	15%
	On Site	NS7	\$	225.00	15%
	On Site After Hours	NS7A	\$	337.50	15%
Consulting Level II Installation / Implementation	Depot/Phone	ND8	\$	170.00	15%
	Depot / Phone After Hours	ND8A	\$	255.00	15%
	On Site	NS8	\$	225.00	15%
	On Site After Hours	NS8A	\$	337.50	15%
Mimix/ High Availability Support	Depot/Phone	MMXD	\$	175.00	15%
	Depot / Phone After Hours	MMXDA	\$	262.50	15%
	On Site	MMXS	\$	250.00	15%
	On Site After Hours	MMXA	\$	375.00	15%
Manufacturer time and material support	Dial In Support	MFGTM	\$	385.00	15%
	On Site	MFGTMS	\$	525.00	15%
	Dial In Support After Hours	MFGTMA	\$	397.50	15%
IBM Cloud Consultant	one rate for all services	IBMCloudHR	\$	675.00	15%
IBM Lab Services	one rate for all services	IBMLABHR	\$	525.00	15%
Service or Labor Description			Rate		Rate

Summary Section Five: Discount Information

Quick Pay Discount:

Replace this text with a description of your Quick Pay Discount.

Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes ____ No X ____

If yes, what is the discount for:

10 days? _____ 20 days? _____

Discount Information:

Replace the text below with a description of each of your manufacturers, price list or product's discount information. Replace the "Manufacturer, Price List, Products" below with the name of the manufacturer, price list or products. Replace the "Product Type" below with a description of the products provided by that manufacturer or in the price list(s). Include the discount off MSRP, shipping and warranty information for that manufacturer, price list or product. If pricing is not a discount off of MSRP, indicate "Fixed" pricing to replace "Discount". Add additional line items as necessary to describe all of your product lines.

Manufacturer, Price Lists, Products	Type of Products	Discount off MSRP	Shipping	Warranty Period
IBM	All Hardware Maintenance regardless of tab	10%	N/A	N/A
IBM	IBM Power Systems Tab	15%	Per Price List If not designated, regular carrier rates apply	3 Year
IBM	IBM Storage System Tab	5-20%	Per Price List If not designated, regular carrier rates apply	1-3 Years as designated by the Manufacturer
IBM	IBM System SW Tab	0-15% As per Price List (Most at 15% as it was in prior contract)	N/A	N/A
IBM Disaster Recovery	Disaster Recovery	10%	N/A	N/A
IBM	IBM Maintanane	10%	N/A	N/A
IBM	IBM Warranty Upgrade Packages	10%	N/A	N/A
Manufacturer, Price Lists, Products	Passport Advantage SW	MFG's Education and Government Pricing	N/A	N/A

Note: See Best and Final Offer For Further Details

Manufacturer, Price Lists, Products	Passport Advantage Subscription (Monthly) SW	3%	N/A	N/A
Manufacturer, Price Lists, Products	QCM Services Price Tab	15%	N/A	N/A

Section Six: Volume Discount Information

Volume Discount Description:

Volume discounts will be offered only on a per order basis. Volume discounts will not be offered across multiple purchases. Volume Discounts are only offered on IBM Hardware and/or Passport Advantage Purchases.

Volume Discounts:

Replace the text below with a description of your volume discounts. Replace the "manufacturer" below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to qualify. Replace the "additional discount" with the additional discount amount.

Volume discounts will apply to IBM Hardware and Passport Advantage purchases only

Manufacturer	Amount of Purchase Required	Additional Discount
IBM	Over 0.5 Million in a single transaction	2%
IBM	1 Million to 1.5 Million in a single transaction	3%
IBM	Over 1.5 Million in a single transaction	4%

Section Seven: Extended Warranty and Annual Maintenance Information

Extended Warranty and Annual Maintenance Information:

Replace the text below with a description of your extended warranty program. Replace the "manufacturer" below with the name of the manufacturer. Replace the "Extended Warranty" below with a description of the extended warranty. Replace the "warranty cost" with the cost of the warranty. Replace the "Licensing Support Cost" with the costs for any ongoing annual costs for support and licensing.

Manufacturer	Extended Warranty Description	Warranty Cost	Annual Licensing & Support Cost
IBM Maintenance Costs are linked to particular feature codes within the servers and storage Hardware. Not all feature codes have a cost associated with them. The maintenance cost is listed on the maintenance tab.			

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IBM Power Servers and Storage

Tab 4: Supporting Contract Documents



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IBM Power Servers and Storage

Tab 4: Supporting Contract Documents

Tab 4a – Completed Firm Information, Order Processing, Individual Contact Information, and Customer Support Information for warranty and annual maintenance service is placed after Tab 4a.

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Supporting Contract Documents
Firm Information, Order Processing, Individual Contact,
and Customer Support Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

Physical Address 9060 East Via Linda Suite 220 Scottsdale, AZ 85258

Mail Address, if different _____

Main Phone Number 480-483-4377

Website https://www.qcmtech.com

2. Contact information for firm's Arizona branch office:

Physical Address 9060 East Via Linda Suite 220 Scottsdale, AZ 85258

Mail Address, if different _____

Main Phone Number 480-483-4377

Website, if different _____

Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

Physical Address 9060 East Via Linda Suite 220 Scottsdale, AZ 85258

Email Address: qcm_mohave@qcmtech.com

Attention of Pat Paxton

4. Payment remittance address 9060 East Via Linda Suite 220

Attn: Tim Knight

City Scottsdale

State AZ

Zip 85258

Telephone (invoice questions) 480-483-4362

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07646948

Do you collect city, county and/or other local sales tax in Arizona? Yes X No

If yes, please check one:

☒ Our combined state, city, county and/or other local sales tax rate is 8.05% (local rate).

☐ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact,
and Customer Support Information
(Place after Tab 4a)

6. Contacts for Mohave:

Main Mohave representative contact: Patricia (Pat) Paxton

(Shall be the main point of contact for members and be responsible for member information requests.)

Title Account Executive Email address ppaxton@qcmtech.com
Phone number 602-770-0644 Fax 480-556-6023

Contract Administrator contact: Patricia Paxton

(Shall be the main point of contact for contract information requests.)

Title Account Executive Email address ppaxton@qcmtech.com
Phone number 602-770-0644 Fax 480-556-6023

Accounting contact: Tim Knight

(Shall be the main point of contact for accounting issues.)

Title Controller Email address tknight@qcmtech.com
Phone number 480-483-4362 Fax 480-556-6023

Open Order/Status Report contact: Denise Morton

(Shall be the main point of contact regarding open orders and status reports.)

Title Order/Logistics Admin Email address dmorton@qcmtech.com
Phone number 480-363-7849 Fax 480-556-6023

Audit contact: Patricia Paxton

(Shall be the main point of contact for audit requests and clarifications.)

Title Account Executive Email address ppaxton@qcmtech.com
Phone number 602-770-0644 Fax 480-556-6023

Reconciliation contact: Tim Knight

(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

Title Controller Email address tknight@qcmtech.com
Phone number 480-483-4362 Fax 480-556-6023

Escalation contact: Tim Kinnerup

*(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract. **This contact shall be a different individual than those named for the contacts listed above and who is authorized to make decisions for the firm.**)*

Title Senior VP of Sales Email address tkinnerup@qcmtech.com
Phone number 602-309-0971 Fax 480-556-6023

Backup Contact in case Pat Paxton or Tim Knight are on PTO/Vacation – Denise Morton

Title Order/Logistics Admin Email address dmorton@qcmtech.com
Phone number 480-363-7849 Fax 480-556-6023

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact,
and Customer Support Information
(Place after Tab 4a)

Provide the requested customer support information for warranty and annual maintenance service offered by your firm, as applicable.

Do you provide warranty and annual maintenance for the items in the proposal?

☒ **Yes**, the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No**, the following is not applicable to our offer.

Describe the steps a member should take to activate a warranty and how they obtain warranty and annual maintenance service.

Warranty and maintenance services are provided by IBM – we are an authorized agent to resell those services.

Provide the name and address of the facility that will provide warranty and annual maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for annual warranty and annual maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Call 1-800-IBM-SERV

Do you provide technical assistance via phone? ☒ Yes ☐ No

If yes, provide a phone number and contact.

Call 1-800-IBM-SERV

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

N/A – Warranty and maintenance services are provided by IBM.

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

N/A – Warranty and maintenance services are provided by IBM.

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

Standard service response time from IBM is based upon the rate the customer pays. IBM offers 2-hour response time, 4-hour response time, same-day response time, and next-business-day response time.

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IBM Power Servers and Storage

Tab 4: Supporting Contract Documents

Tab 4b – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

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QCM Technologies, Inc.

9060 E. Via Linda, Suite Number 220, Scottsdale, AZ 85258

Phone 480 556-6000 Fax 480 556-6023 www.qcmtech.com

GENERAL INFORMATION: Programming Support

Client name: XXXXXX

Revision Date:

Street address:

Revision No.

City, State, Zip

SOW No.

PPBAS2020004

Client Contact:

Fax No.:

E-Mail Address

Client Project Manager

Estimated Start Date

QCM Account Executive:

Estimated Completion Date

Estimated Start date:

Estimated Price:

Hourly Contract

PROJECT SUMMARY:

XXXXXX has a need to augment their IBMi development staff while they look for additional full-time development resources. There is also a need to review the current development process, document best practices, and work with the internal team to modernize some applications and implement best practices.

QCM Technologies (QCM) will help XXXXXX augment their development team with additional resources as needed. QCM will review application code and make recommendations on best practices based on their experience. QCM will provide support and maintenance on a time and materials bases.

Summary of Tasks/Changes:

- Application Code Review
 - Review application code base
 - Document best practices
 - Naming conventions
 - Tables, views, logical tables
 - Programs
 - Work fields
 - Display files
 - Printer files
 - Program Documentation
 - Marking program modifications/changes
 - Unit test documents
 - High level functional requirements

Explanation of Hourly Rates:

Services Code	Process	Hours
ND5	Application Review – Consulting Level 1	80
	Total	80

Cost Application Review

Hourly Rate \$215-mohave discount - \$182.75 x estimated**80 hours \$ 14,620

****Note: QCM bills on a time and materials basis. The estimated hours and scope of effort is based on the information available to QCM and QCM at the time of the estimate. XXXXXX' will only be invoiced actual hours used toward the project.**

CLIENT RESPONSIBILITIES:

As a condition to QCM's performance of these tasks, XXXXXX agrees to perform the following tasks:

Project Management

XXXXXX will assign a Project Leader to work with QCM to provide a single point of contact with QCM on all programming-oriented issues.

Technical Contact

XXXXXX will assign a technical contact that will be reasonably available to answer technical questions related to the XXXXXX environment to QCM personnel throughout the project.

Facility and Machine Access

QCM will be provided with facility and machine and access as well as access to IBM Client Access Program or IBM RDI during the duration of these services. VPN Access will be required when programmers are working remote.

Purchase Orders, Invoicing and Payment

All work will only commence once a PO has been received from Mohave. Only actual hours used in the contract will be billed. If project is not completed by end of month, partial invoicing will be issued. Payment is net 30.

COMPLETION CRITERIA

Services as described in this Statement of Work (SOW) will be considered complete when:

- ☐ The tasks/deliverables/responsibilities specified above are provided.

Upon completion of the project, the CLIENT may be required to sign a project acceptance document.

XXXXXX

QCM Technologies

BY: _____ BY: _____

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Project Acceptance Document

This certifies that QCM Technologies, Inc. has satisfactorily completed the work as detailed in this Statement of Work and our project. This section to be signed upon completion of Statement of Work by both parties below.

XXXXXX

QCM Technologies

BY: _____ BY: _____

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

IBM Power Servers and Storage

Tab 5: Additional Information



IBM Power Servers and Storage

Tab 5: Additional Information

Tab 5a – Completed Instructions To Offeror and Checklist Form is placed after Tab 5a.

Instructions to Offeror and Checklist (Place after Tab 5a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions, or submit questions via OpenGov Procurement.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

- ✓ **Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.
- ✓ **Step TWO:** The electronic response of your proposal, in the format detailed below, shall be submitted via OpenGov Procurement. Submittal shall include all requested information, completed forms, pricing workbooks and schedules with appropriate signatures. Please submit your proposal as a single searchable PDF document, and pricing to be submitted as requested in the RFP. Requested forms may be filled out by hand; however, writing shall be legible.
- ✓ **Step THREE:** Proposal shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b).
- ✓ **Step FOUR:** Confirm that the proposal is complete and signed on page 2 by an authorized representative. **Note: Do not assume a request for best and final offer will be issued to you. Your proposal should be complete and meet all requirements specified within this solicitation.**
- ✓ **Step FIVE:** Keep a complete copy of your proposal for your records.
- ✓ **Step SIX:** Proposal shall be submitted electronically on, or prior to, the exact time and date set for proposal opening.

Tab and Sub-tab Arrangement

✓Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

✓Tab 1a – The **required signed Offer and Acceptance Form** is placed after Tab 1a.

Failure to sign the Offer and Acceptance Form shall render proposal non-responsive.

A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

✓Tab 1b – Signed amendments, if any, are placed after Tab 1b.

✓Tab 1c – A complete copy of the General Terms and Conditions is placed after Tab 1c.

A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions/deviations to the General Terms and Conditions are noted and explained.

✓Tab 1d – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions/deviations to the Special Terms and Conditions are noted and explained.

✓Tab 1e – A complete copy of the Scope of Work is placed after Tab 1e.

A complete copy of the Specifications with compliance, exception/deviation, or no bid noted for each item is placed after Tab 1e.

A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions/deviations to the Scope of Work and Specifications are noted and explained.

✓Tab 1f – A completed copy of the *Anti-Lobbying Certificate Form* is placed after Tab 1f.

A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1f.

✓Tab 1g – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1g.

Instructions to Offeror and Checklist
(Place after Tab 5a)

Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1g.

✓**Tab 1h** – A completed copy of *EDGAR Certification* is placed after Tab 1h.

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1f), USDA Form AD-1048 (Tab 1g), and EDGAR Certification (Tab 1h) shall render your proposal non-responsive.

✓Tab 2: Primary Vendor Information

✓**Tab 2a** – A complete response to the Method of Approach pages is placed after Tab 2a.

✓**Tab 2b** – A complete response to the Qualification and Experience pages is placed after Tab 2b.

✓**Tab 2c** – A current certificate or certificates of insurance (**see Special Terms and Conditions 5.1 Certificate of Insurance**) is placed after Tab 2c.

✓**Tab 2d** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2d.

✓Tab 3: Pricing Information

✓**Tab 3a** – A PDF copy of the Summary Sections 1-7 worksheets shall be submitted after Tab 3a with your proposal.

In addition to the PDF copy of the Summary Sections 1-7 worksheets, the required Excel pricing workbook shall be uploaded to OpenGov Procurement with your proposal in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable).

Tab 4: Supporting Contract Documents

✓**Tab 4a** – Completed Firm Information, Order Processing, Individual Contact Information, and Customer Support Information for warranty and annual maintenance service is placed after Tab 4a.

✓**Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

✓Tab 5: Additional Information

✓**Tab 5a** – Completed *Instructions To Offeror and Checklist Form* is placed after Tab 5a.

✓**Tab 5b** – Descriptive literature, and any other supporting documents are placed after Tab 5b.

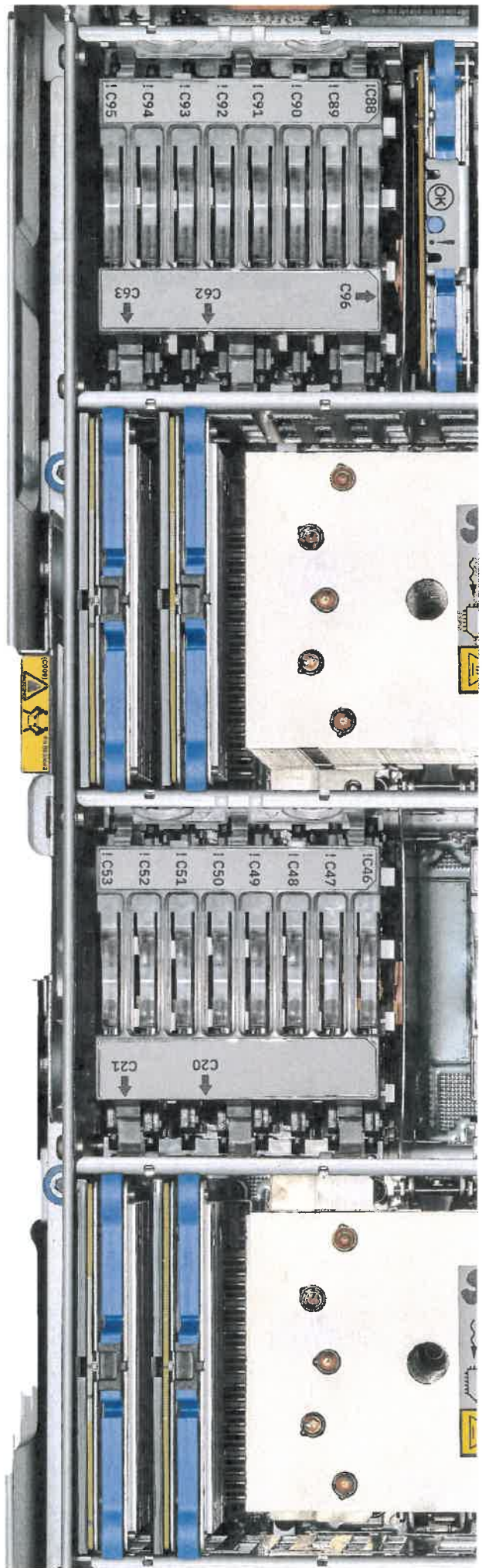
IBM Power Servers and Storage

Tab 5: Additional Information

Tab 5b – Descriptive literature, and any other supporting documents are placed after Tab 5b.

IBM Power

The IBM Power10 family of servers



IBM® Power® servers are built to help clients respond faster to business demands, [protect data](#) from core to cloud and streamline insights and automation while maximizing reliability in a sustainable way. Power servers can [modernize applications](#) and infrastructure with a [hybrid cloud](#) experience to provide the agility companies need.

The new generation of IBM Power servers supports enhanced hybrid cloud capabilities for differentiated performance, security, serviceability and operating costs. That's why enterprises choose to run their core operations and analytical applications on IBM Power. IBM Power10 servers are designed to improve performance and security with the same class-leading reliability – whether responding faster to business demands or driving innovation. They're designed to deliver flexible IT without sacrificing performance. [IBM Power](#) servers are engineered for agility and empower our clients to:



Respond faster to business demands.

Create agility with efficient scaling and consistent pay-for-use consumption¹ across public and private clouds.



Protect from core to cloud.

Incorporate solutions that use memory encryption at the processor level designed to support end-to-end security across public and private clouds without impacting performance.



Streamline insights and automation.

Run AI inferencing directly in core and use IBM Watson® services on IBM Cloud®.



Maximize availability and reliability.

Use built-in advanced recovery and self-healing for infrastructure redundancy and disaster recovery on IBM Cloud.

IBM Power servers

IBM understands that applications and business processes have differing demands and that one size doesn't fit all. To ensure that technology aligns to business requirements rather than the other way around, IBM offers a full range of Power servers, each of which delivers leadership reliability, security, performance and scalability in its class. A totally integrated approach to the design, development and testing of each Power server ensures the resiliency required for today's enterprise IT infrastructure.



[IBM Power E1080](#)



[IBM Power E1050](#)



[IBM Power S1024](#)



[IBM Power S1022](#)



[IBM Power S1014](#)

Chassis	5U system node and 2U system control unit	4U rack	4U rack	2U rack	4U rack or tower
Processor(s)	Up to 4 per node	Up to 4	Up to 2	Up to 2	1
Number of cores	Up to 240	Up to 96	Up to 48	Up to 40	Up to 8
Memory – (max.)	16 TB per node (up to 64 TB)	16 TB	8 TB	4 TB	1 TB
Supported operating systems	IBM® AIX®, IBM® i and Linux® operating systems	AIX, Linux	AIX, IBM i, Linux	AIX, IBM i, Linux	AIX, IBM i, Linux

Operating systems

AIX

Today, thousands of [AIX](#) users around the globe are running their core business on the AIX platform and using it to drive business growth and innovation. Clients can continue to modernize their AIX applications by deploying them in a hybrid cloud environment and automating common IT operations with Red Hat® Ansible® Automation Platform. They can also modernize their AIX business applications by extending to containerized Linux application components on the same co-resident system using microservices.

IBM i

At its core, the [IBM i](#) platform is designed to adapt to the ever-changing needs of both business and computing. Its defining characteristic, the integration represented by the “i” in IBM i, can help you gain more value from advanced technology with fewer resources and higher reliability. The IBM i 7.5 platform simplifies security and availability with the IBM® Db2® database software for IBM i integration, new options and tools — so you can focus on adding value to business applications instead of infrastructure availability.

Enterprise Linux

The [Enterprise Linux](#) operating system on IBM Power is a solid foundation for your open-source hybrid cloud infrastructure, allowing you to modernize applications efficiently. Built to be a solid foundation for your open hybrid cloud infrastructure, you can amplify the many benefits of open-source technology — reliability, security and scalability — with industry-leading cloud-native deployment options.





IBM Power S1014

Power software

PowerVM

IBM® [PowerVM](#)® software is designed to enable you to build for the cloud faster by using virtual machines (VMs) and storage. It is server virtualization without limits. Businesses are turning to PowerVM server virtualization to consolidate multiple workloads onto fewer systems, increasing server utilization and reducing cost. PowerVM provides a secure and scalable server virtualization environment for AIX, IBM i and Linux applications built upon the advanced reliability, availability and serviceability (RAS) features and leading performance of the IBM Power platform.

PowerVC

IBM® [PowerVC software](#) is based on virtual circuit (VC) technology and built on OpenStack. It provides simplified virtualization management and cloud deployments for IBM AIX, IBM i and Linux VMs running on the IBM Power platform. The offering is designed to build private cloud capabilities on Power servers and improve administrator productivity. It can further integrate with cloud environments through higher-level cloud orchestrators.

PowerSC

IBM® [PowerSC](#) is a security and compliance (SC) solution optimized for virtualized environments on IBM Power servers running AIX, IBM i or Linux. PowerSC sits at the top of the IBM Power server stack, integrating security features built at different layers. You can now centrally manage security and compliance on the Power platform for all IBM AIX and Linux operating systems and VMs on Power server endpoints. In this way you can get better support for compliance audits, including General Data Protection Regulation (GDPR).

PowerHA SystemMirror

IBM® [PowerHA](#)® technology positions you to address storage and high-availability (HA) requirements with a single integrated configuration through a simplified user interface. IBM Power is committed to investing in — and bringing to market — solutions designed to keep your IT environments resilient.

VM Recovery Manager

[IBM® VM Recovery Manager for IBM Power Systems](#) is an economical high-availability and disaster-recovery solution. Automation software, installation services and remote-based support are built in to help you streamline the process of recovery. Built-in functionality and IBM support can decrease the need for expert-level skills, shorten your recovery time objective, improve your recovery point objective, optimize backups and better manage growing data volumes.



IBM Power S1022

Modernize and build cloud-native applications

Red Hat OpenShift Container Platform

Red Hat® OpenShift® Container Platform is an enterprise-ready Kubernetes container platform with full-stack automated operations built to manage hybrid cloud deployments. The Red Hat OpenShift platform is optimized to improve developer productivity and promote innovation; it is fully supported on all IBM Power servers (that is, IBM® POWER8® processors or later). Designed to offer flexibility and choice for a variety of cloud-consumption models, the Red Hat OpenShift platform on Power technology is poised well for your core enterprise applications and for the next wave of digital transformation fueled by application modernization.

Red Hat Ansible Automation Platform

[The Red Hat Ansible Automation Platform](#) is enabled for IBM Power servers across AIX and IBM i environments running on Power systems private and public cloud infrastructures. Red Hat Ansible Certified Content for IBM Power helps you include workloads on the Power platform as part of your wider enterprise automation strategy through the Red Hat Ansible Automation Platform ecosystem. Enterprises already using Red Hat Ansible technology for other IT infrastructure — such as x86 or IBM® zSystems servers — can seamlessly integrate Power servers as well. The Ansible content helps enable DevOps automation through unified workflow orchestration with configuration management, provisioning and application deployment in one platform that's built to deliver an easy user experience.

Available on premises or in the cloud

IBM Power server customers have higher risk environments and need extremely low-risk infrastructure. Power systems are enterprise-class machines associated with trusted high performance. Expand your hybrid cloud journey with [IBM Power Virtual Server](#) for a consistent experience, modernizing at your pace and price point, on and off premises. IBM Power Virtual Server enables you to have an IT architecture like what you have on premises in a virtualized environment, allowing you to seamlessly move and manage workloads across cloud and on-premises environments.

IBM Power Virtual Server technology is built to allow you to:

- Connect to cloud-native services and architectural patterns to help transform business models.
- Provision logical partitions (LPARs) rapidly for efficient load-scaling.
- Run SAP HANA and SAP NetWeaver in an SAP-certified platform — on and off premises.
- Run containerized applications using the Red Hat OpenShift platform.

Workloads on IBM Power

IBM Power for SAP HANA

IBM Power servers are designed for data-intensive and mission-critical workloads like SAP HANA so clients can simplify and accelerate their SAP HANA deployments from on-premises to IBM Power on IBM Cloud.

– Provision faster

Get faster access to SAP HANA instances with simplified capacity allocation. Power systems come with built-in, firmware-based virtualization with negligible overhead. This lets you easily increase or decrease capacity and consolidate multiple production and development and testing (dev/test) environments.

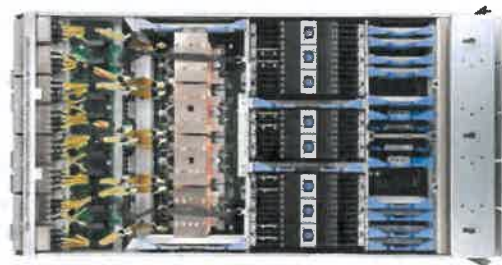
– Scale affordably

Power systems also allow clients to scale gradually by allowing granular capacity allocations. With finer capacity allocations in Power systems, you have the flexibility to incrementally allocate as low as 0.01 cores and 1 GB all the way up to 32 TB. This scalability enables you to allocate capacity that you really need instead of being forced to pay for unnecessary capacity.

– Maximize uptime

IBM Power has delivered best-in-class reliability for the past 13 years according to ITIC². It has consistently delivered more than 99.999% uptime and has built-in intelligent memory protection to detect and fix potential faults before they lead to system failure. In commodity architecture, comparable technology is optional and affects performance when used.

[Learn more about SAP HANA on IBM Power →](#)

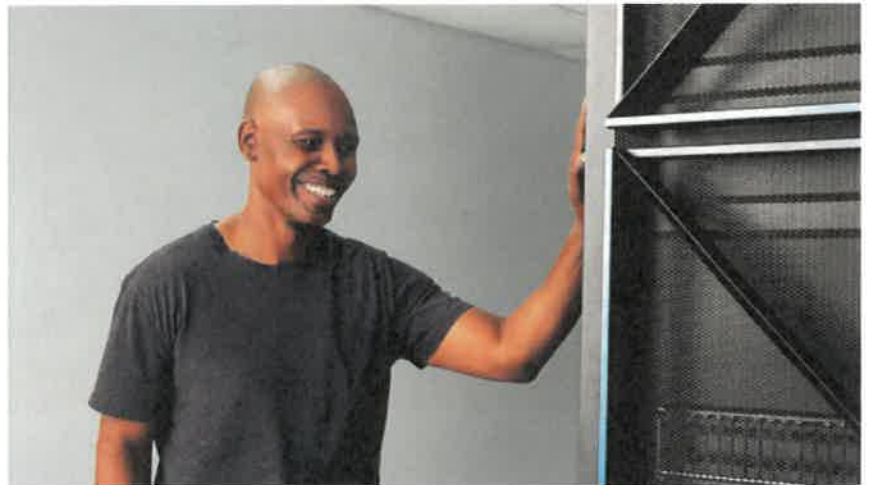


IBM Power E1080

IBM Power for Oracle Database

A totally integrated approach to the design, development and testing of each IBM Power server ensures that they are simple to deploy and highly reliable as a foundation for Oracle Database. IBM Power technology is built to offer thousands of popular industry applications from ISVs running on a choice of Linux, AIX and IBM i operating systems. IBM has a full range of affordable Power servers, each of which delivers leadership performance and scalability in its class. For over 35 years, customers have relied on IBM Power solutions to deploy their Oracle Database and application workloads. Oracle certifies its products on IBM Power systems, delivering a host of benefits including comprehensive end-to-end support, portability and efficiency.

[Learn more about IBM Power for Oracle Database →](#)





Let us help you create business agility with a flexible and secure hybrid cloud infrastructure. Reach out to a [Power sales representative](#), IBM Business Partner or the [IBM Garage™](#) start the conversation today.

Endnotes

1. Power offers a consistent approach to buy pay-per-use capacity with Hybrid Cloud Credits. Credits can be bought once and can be used to consume capacity in on-premises private cloud and IBM Power Virtual Server
2. [ITIC 2021 Global Server Hardware, Server OS Reliability Survey Results](#), ITIC, 30 November 2021

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IBM Corporation
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Armonk, NY 10504

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United States of America
June 2022

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IBM FlashSystem family | Data sheet

Highlights

- Deploy IBM FlashSystem storage to address the full scope of workloads
 - Enhance cyber resilience without compromising application performance
 - Improve your business agility with enterprise-class storage capability
 - Complement on-premises storage of all types with hybrid cloud capability
 - Address rising cyber threats with comprehensive data resilience features
 - Leverage AI to optimize configurations and streamline issue resolution
 - Transform storage economics using tiering and data reduction technologies
 - Choose from a range of flexible deployment models
 - Deploy leading-edge storage solutions with confidence using IBM FlashWatch
-

High-performance, highly functional solutions that make hybrid cloud storage simple for every enterprise

To achieve acceptable levels of insight and accuracy, analytics and AI applications are consuming enormous amounts of data. Managing, moving, and storing large data volumes with great efficiency and enough performance to derive maximum value from data assets requires a modern IT infrastructure with wide-ranging capabilities – from intelligent system optimization and powerful data reduction, through comprehensive security and encryption features, to hybrid cloud capabilities and ultra-low-latency storage.

The single-platform, [IBM FlashSystem family](#) of data storage solutions is designed to meet all of these enterprise storage needs while reducing costs and complexity. All family members combine the performance of flash and a Non-Volatile Memory Express (NVMe)-optimized architecture with the reliability and innovation of IBM FlashCore technology and the rich feature set and high availability of IBM Spectrum Virtualize.



IBM FlashSystem Family

High-performance family

The IBM FlashSystem platform has evolved and adapted to changing requirements – better flash management and durability, hardware-driven data reduction and encryption, a transformation of the basic FlashCore form factor, new hybrid cloud capabilities, and incorporation of NVMe, among many other changes. But one characteristic has remained the same: ultra-low storage latency and blazing system performance.

The IBM FlashSystem family currently consists of models designed to address the full range of application workload and cost requirements. Every solution comes with the intelligence and capabilities needed to make deployment and management of hybrid cloud architectures simple for any enterprise:

- **IBM FlashSystem 5000** solutions offer entry-level cost-efficiency within the traditional 2 rack unit family architecture.
- **IBM FlashSystem 5200** offers a very efficient end-to-end NVMe or hybrid flash 1U option with all the performance and functionality of larger arrays.
- **IBM FlashSystem 7300** provides the combination of performance, features, and cost-efficiency that make it a favorite of budget-constrained enterprises with mid-range workloads.
- Top-of-the-line **IBM FlashSystem 9500** is engineered to tackle the most demanding business and research environments.
- Based on IBM FlashSystem 9500, **IBM FlashSystem 9500R** is designed for clients needing an IBM built, IBM tested complete storage system delivered assembled, with installation and

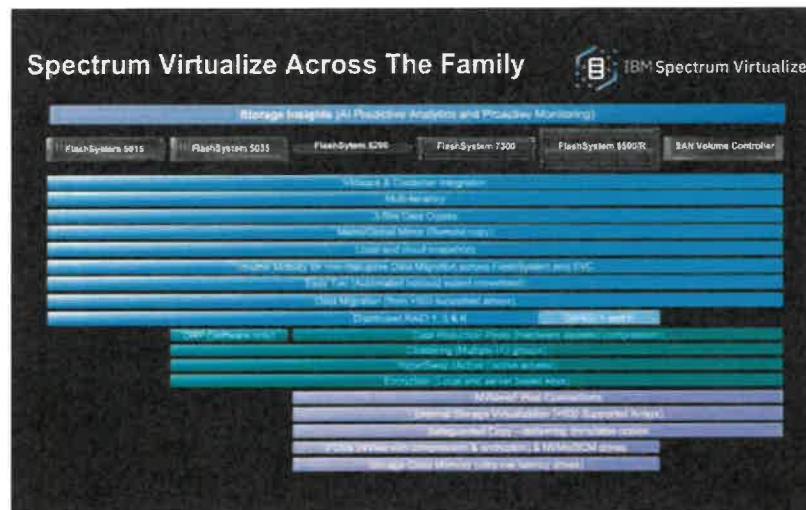
configuration completed by IBM, delivering ultra-high throughput and NVMe-optimized flash performance.

IBM FlashSystem storage solutions are:

- NVMe-accelerated flash arrays with control enclosures that are 100 percent end-to-end NVMe-enabled and Storage Class Memory (SCM)-capable.¹ The systems offer industry-leading performance and scalability with support for bare-metal, virtual, and containerized environments.
- IBM Spectrum Virtualize-driven, with a full range of industry-leading data services such as dynamic tiering, IBM FlashCopy snapshots and data mobility among many other advanced data management features.
- Hybrid cloud ready, with support for private, hybrid, or public cloud deployments. The solutions come with ready-to-use, proven, validated “cloud blueprints” with support for cloud API automation and secondary data orchestration software.
- Designed to address rising cyber threats with high-performance data encryption, by isolating immutable data copies with Safeguarded Copy, and helping ensure rapid recovery from a cyberattack with IBM FlashSystem Cyber Vault.
- Cost-efficient, with innovative Data Reduction Pool (DRP) technology that includes deduplication and hardware-accelerated compression technology,² plus SCSI UNMAP support and all the thin provisioning, copy management, and efficiency you’d expect from IBM Spectrum Virtualize-based storage.
- Hybrid storage enabled, with multiple expansion enclosure options based on 12 Gbps SAS that supports both solid state drives (SSD) and hard disk drives (HDD)²
- Artificial intelligence (AI)-enhanced through the [IBM Storage Insights](#) analytics, resource management, and support platform. Plus, IBM Spectrum Virtualize functionality includes AI-based data placement for optimal data center performance and zero-downtime data migration.

IBM FlashSystem storage provides enterprise-grade system availability and data-security features that include non-disruptive data migration and remote mirroring using IBM HyperSwap technology, plus “six nines” availability, isolated and immutable copies, hardware-accelerated data-at-rest encryption, and an IBM distributed RAID technology that can reduce disk rebuild times substantially compared to traditional RAID solutions. The systems leverage the cost advantages of multiple flash drive options and feature an intuitive user interface, synchronous/asynchronous replication, and more than 600 application programming interfaces (APIs). Plus, IBM FlashSystem provides affordable, non-disruptive upgrade paths that deliver

increased performance, scalability, and functionality.



IBM FlashSystem Data Services

Simplified management

Each IBM FlashSystem model is based on a common storage software platform and is designed to simplify the full spectrum of modern business environments including virtual, container and hybrid cloud storage environments from the very start. The systems utilize a modern user interface for centralized management. With this single interface, administrators can perform configuration, management, and service tasks in a consistent manner over multiple storage systems – even from different vendors – vastly simplifying management and helping reduce the risk of errors. Plug-ins to support VMware vCenter help enable more efficient, consolidated management while a REST API and Ansible support help enable automated operations. The interface is consistent with other members of the IBM Spectrum Storage family, to simplify tasks for administrators and help reduce the risk of error.

Powerful to the core

IBM FlashSystem solutions are designed to deliver flexibility, cost-efficiency, scalability and performance. They feature support for NVMe over Fabrics for the highest end-to-end system performance. The solutions can utilize IBM FlashCore-enhanced storage media that provides extraordinary flash density and storage capacity, while achieving latency as low as 50

microseconds³. Purpose-engineered FlashCore Modules (FCM) utilize powerful inline, hardware-accelerated compression technology that provides consistent data compression without performance impact across the full range of workloads. New FCM generation 3 includes improved compression capability that supports up to 116TB in a single FCM drive. The FCMs are designed to support FIPS 140-3 Level 1 encryption with IBM Security Key Lifecycle Manager or Gemalto SafeNet KeySecure centralized key management and full hot-swap capabilities.

You can choose FCMs in multiple capacities or you can opt for industry standard NVMe or new SCM drives, with the capability to support all three drive types simultaneously within a single all-flash array. This means that using the always-on inline high-performance data compression in the FCMs or DRP technology with the industry-standard drives, effective capacities can range into the multiple petabyte range in a single enclosure, with the ability to cluster, scale out, or scale up capacity and performance to many petabytes and millions of input/output operations per second (IOPS).

IBM FlashSystem control enclosures leverage the latest Intel processors, with more than a terabyte of memory cache available in some models. Each controller contains hardware compression accelerators based on Intel QuickAssist technology. IBM FlashSystem arrays can be clustered and operated as a single system, with 12G, 24G, and 92G SAS expansion enclosures available that can support hundreds of SAS SSDs and/or HDD in hybrid storage configurations.

AI-powered storage visibility, insight, and control

IBM Storage Insights and Storage Insights Pro provide critical system analysis and optimization capabilities that enhance your IBM FlashSystem experience, such as:

- A single dashboard so you can see the status of all your block storage at a glance
- System information gathered from approximately 23 million data points so you can make more informed storage system decisions
- AI-enhanced analytics that leverage knowledge from over two exabytes of storage under management to better predict and help prevent problems before they impact your business
- Monitoring of Brocade and Cisco switches and fabrics to help identify saturation, congestion, and fabric errors that might impact your storage performance
- When support is needed, the ability to easily open a ticket, upload log information, and view open tickets
- Detailed configuration data available to IBM specialists to help close tickets quickly.

Delivered as a service from IBM Cloud at no charge, Storage Insights is quick and easy to set up and requires no ongoing software maintenance. IBM Storage Insights Pro is an upgrade that provides more detailed information and additional capabilities.

Rock solid data resilience

IBM FlashSystem family storage solutions can serve as the foundation of a flexible, high-performance, cost-efficient business resilience approach. The storage arrays offer many data protection and high-availability features through their use of IBM FlashCore technologies – from leading-edge flash management to complete component redundancy – but the real key to building powerful cyber resilience solutions stems from leveraging the wide-ranging capabilities of the IBM Spectrum Virtualize software that provides the data services for every IBM FlashSystem storage solution and can be extended to over 500 IBM and non-IBM external heterogeneous storage systems.

IBM Spectrum Virtualize utilizes a technology called IBM FlashCopy to create local space-efficient, point-in-time data copies. FlashCopy can be used to take rapid copies of production data for use as backups or for application development and testing activities, among others. Importantly, FlashCopy makes “consistent” data copies identical to production data sets at the instant they are created. Consistent copies are used to replicate data sets to backup and recovery solutions physically located away from the production environment.

To achieve recovery point objectives (RPO) approaching zero, where almost no data is lost during system recovery, two IBM FlashSystem solutions can be configured leveraging the capabilities of IBM Spectrum Virtualize and copies made by IBM FlashCopy in a Metro Mirror connection over two sites to synchronously replicate data across metro-area-wide distances. In this configuration, any write to a local Metro Mirror IBM FlashSystem target sends its data to the remote IBM FlashSystem target before the input/output (I/O) operation is acknowledged at the issuing host.

To build effective business resilience and disaster recovery (DR) architectures at greater distances, enterprises can configure multiple IBM FlashSystem solutions in a Global Mirror connection at essentially any distance apart, then asynchronously replicate data across regions. Data is written to the local Global Mirror FlashSystem and the I/O is completed on the local system before that data is sent to the remote system. This approach can achieve very low Recovery Time Objectives (RTO) while still maintaining cost-efficient and acceptable RPOs. Global Mirror offers a number of benefits and advantages. For example, the Changed Volumes (CV) functionality within Global Mirror uses FlashCopy to guarantee the consistency of data copies, and also allows the option to “tune” RPO to meet budget and performance priorities. Global Mirror with CVs also offers advantages when bandwidth is an issue.

The IBM HyperSwap® function supports storage and servers in three data centers. In this configuration, IBM FlashSystem solutions enable servers at each data center to access data concurrently with automated switch-over in case of failure. When combined with server data mobility functions such as VMware vMotion or IBM PowerVM® Live Partition Mobility, HyperSwap technology enables non-disruptive storage and virtual machine mobility between data centers that can be up to 300 km (186 miles) apart.

As cyber resilience concerns rise and systems became increasingly linked with external networks, organizations adopted a “defense-in-depth” security mode so that if the perimeter was breached, there were additional layers of security to protect critical information. Many FlashSystem models now include Safeguarded Copy to elevate cyber resiliency. This technology is designed to protect your most valued data through immutable and isolated copies that are hidden, non-addressable and cannot be altered or deleted. These data copies, that cannot be connected to servers, create a form of logical “air gap” protection and in the event of an attack, they can quickly be restored to support recovery. In addition, physical isolation layers can also be created by storing sensitive copies in immutable storage, cloud environments or off-line write-once read many (WORM) tape devices to provide physical air-gap protection.

Customized to your particular application mix, IBM FlashSystem Cyber Vault builds on IBM Safeguarded Copy to help reduce cyber attack recovery times from days to hours. In addition, physical isolation layers can also be created by storing sensitive copies in immutable storage, cloud environments or off-line write-once read many (WORM) tape devices to provide physical air-gap protection.

And with more organizations looking to adopt data resilience solutions that go beyond simple data backup and recovery, the [IBM Spectrum Protect](#) portfolio is the perfect complement for IBM FlashSystem. It provides unified end-to-end workload protection, both on-premises and in the cloud, including applications, VMs, file systems, SaaS workloads, AWS EC2 instances, and containers.

IBM FlashSystem provides advanced capabilities that can help maximize data protection, security and high availability to significantly reduce the risk of disruption and financial losses due to user errors, malicious destruction or ransomware attacks.

Data reduction for enhanced efficiency

IBM DRP technology helps transform the economics of data storage. When applied to new or existing storage, DRP functionality can significantly increase usable capacity while maintaining consistent application performance. This can help eliminate or substantially reduce costs for storage acquisition, rack space, power, and cooling, while extending the useful life of existing storage assets. The DRP capabilities within IBM FlashSystem solutions include:

- Block deduplication that works across all the storage in a data reduction pool to minimize the number of identical blocks
- Compression technology that provides consistent performance across application workload patterns
- SCSI UNMAP support that de-allocates physical storage when operating systems delete logical storage constructs such as files in a file system.

Hybrid cloud, virtualized and container environments

The challenge for organizations these days is how to take advantage of hybrid cloud technology without the expense of replacing current storage with cloud-capable storage systems. The IBM Spectrum Virtualize functionality in all IBM FlashSystem solutions enables the use of cloud storage for disaster recovery, dramatically speeds deployment of hybrid cloud configurations, and helps slash storage costs.

To help drive IT transformation, adding [IBM Spectrum Virtualize for IBM Public Cloud](#) extends the value of each FlashSystem model in a consistent approach to enable hybrid cloud storage between on-premises private clouds and the public cloud. It provides real-time storage-based data replication and disaster recovery, as well as data migration between local storage and IBM Cloud™, Amazon Web Services (AWS) or Microsoft Azure. And because of its software-defined storage nature, IBM Spectrum Virtualize allows storage administration at a cloud service provider's site in the same way as on-premises, regardless of the type of storage.

The IBM Spectrum Virtualize functionality also complements server virtualization technologies such as PowerVM, Microsoft Hyper-V, VMware vSphere, Kubernetes, and Docker. Similar to provisioning virtualized servers, provisioning capacity with IBM FlashSystem is designed to become an almost entirely automated function.

Containers are an open-source technology that wraps applications with everything needed to run in any environment. Containerization is a key enabling technology for flexibly delivering workloads to private and public cloud and DevOps.

IBM FlashSystem family supports Red Hat OpenShift and Kubernetes container environments, accelerating the deployment of persistent volumes with the IBM block storage CSI driver, certified by Red Hat and IBM.

Flexible Consumption Models

Realize all the benefits of IBM FlashSystem through an "as a Service" model. [IBM Storage as a Service](#)⁴ extends your hybrid cloud experience with a new flexible consumption model enabled for both your on-premises and hybrid cloud infrastructure needs. Combine the confidence and

control of on-prem deployment with cloud-like agility to dynamically scale up or down, only paying for what you use, complete with comprehensive life-cycle management services and a storage environment supported and monitored by IBM.

Or take advantage of the **IBM Storage Utility** pricing model to procure data capacity with instant-on access. This allows you to predict monthly data capacity costs and only pay for the capacity you use, whether your data grows or shrinks. No need to over-purchase or lease large amounts of capacity for “just in case” needs. With a flexible base subscription and variable capacity, you simply use the data that your business needs and the IBM Storage Utility offering will take care of the rest.

Deploy with confidence

To enhance your FlashSystem acquisition, deployment, and operational experience, IBM offers a suite of programs collectively called **IBM FlashWatch**. This suite of programs includes high availability, data reduction, and flash endurance guarantees; all-inclusive licensing; Storage Expert Care and cloud-based analytics; cloud-like utility pricing; storage upgrade options; and free data migration for the first 90 days. IBM FlashWatch increases confidence in purchasing, owning, and upgrading IBM Storage solutions.

IBM Storage Expert Care service and support is simple, with predictable and upfront pricing that is a fixed percentage of the system cost. Based on your FlashSystem model, you can easily select from basic, advanced or premium support options and the period that best fits your needs.

1. These capabilities are available starting on FlashSystem 5200
2. FlashSystem 9500 and 9500R are all-flash only
3. Performance based on IBM measurements; actual performance depends on workload
4. Available in select regions

Why IBM?

The FlashSystem family of products from IBM, a recognized leader in the storage industry, is known for providing efficiency, flexibility and high-performance storage for any type of workload. IBM storage offerings customized for small, midsize and large organizations are specifically designed to deliver performance in streamlined packages that are easy to buy, deploy and manage.

For more information

Visit our [solutions page](#) to learn more about the FlashSystem family of data systems, or contact your IBM representative or IBM Business Partner. If you need to be connected, [fill out this form](#) to schedule a consult with an IBM storage expert.

Alternatively, you can explore specific models within the IBM FlashSystem family by visiting:

For IBM FlashSystem 5000:
<https://www.ibm.com/products/flashsystem-5000>

For IBM FlashSystem 5200:
<https://www.ibm.com/products/flashsystem-5200>

For IBM FlashSystem 7300:
<https://www.ibm.com/products/flashsystem-7300>

For IBM FlashSystem 9500:
<https://www.ibm.com/products/flashsystem-9500>

For IBM FlashSystem 9500R:
<https://www.ibm.com/products/flashsystem-9500R>

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All statements regarding IBM's future direction and intent are subject to change or withdrawal without notice, and represent goals and objectives only.

IBM Tape Portfolio Overview

IBM's data retention infrastructure

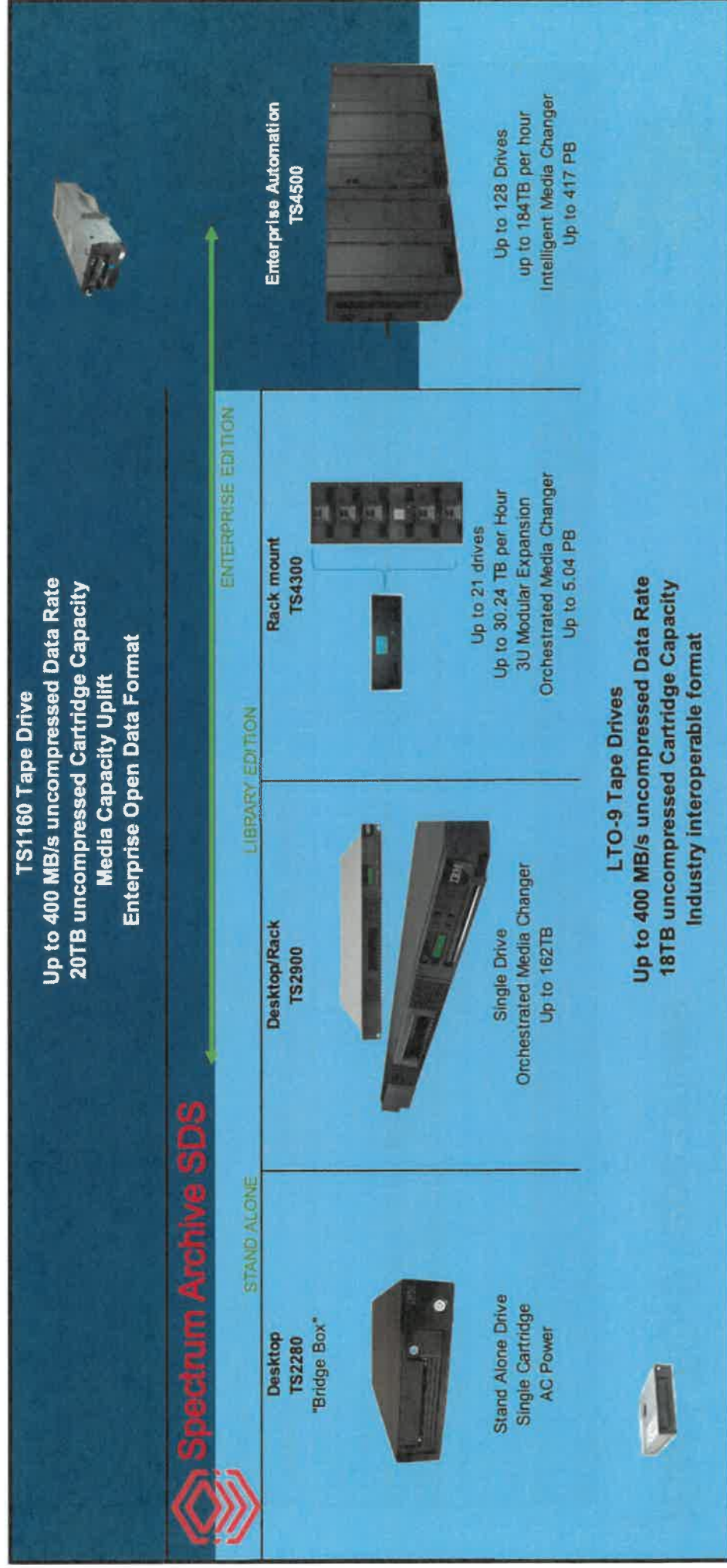


IBM available tape drives

TS1100/3592 Enterprise Open Tape Format 	TS1140		TS1150		TS1160
	4 TB 250 MB/s Downward RAW* compatible WORM and Encryption LTFs	10 TB 360 MB/s Downward RAW* compatible WORM and Encryption LTFs	20 TB 400 MB/s Downward RAW* compatible WORM and Encryption LTFs		
LTO Tape Industry Interoperable Tape Format 	LTO-7		LTO-8		LTO-9
	6 TB Up to 300 MB/s Downward RAW* compatible WORM and Encryption LTFs	12 TB Up to 360 MB/s Downward RAW* compatible WORM and Encryption LTFs	18 TB Up to 400 MB/s Downward RAW* compatible WORM and Encryption LTFs		

*LTO-8 and LTO-9 are downward read and write compatible 1 generation only

The physical tape portfolio



IBM LTO-9 tape drives



	LTO-9 Half High	LTO-9 Full High
Native Capacity	18 TB	18 TB
Native Data Rate	250* MB/s	400 MB/s
Compression	2.5:1	2.5:1
Downward Compatibility	R/W LTO-8	R/W LTO-8
Interface	12Gb SAS or 8Gb Fibre Channel	12Gb SAS (reintroduced) or 8Gb Fibre Channel
Load/Thread Reliability	100,000	100,000
Encryption	AES-256	AES-256
WORM	Yes - Physical	Yes - Physical
Partitioning	Yes	Yes
LTFS	Yes	Yes



The LTO tape portfolio



STAND ALONE

LIBRARY EDITION

ENTERPRISE EDITION

Desktop
TS2280
"Bridge Box"



Stand Alone Drive
Single Cartridge
AC Power



Desktop/Rack
TS2900



Single Drive
Orchestrated Media Changer
Up to 162TB

Rack mount
TS4300



Up to 21 drives
Up to 30.24 TB per Hour
3U Modular Expansion
Orchestrated Media Changer
Up to 5.04 PB

Enterprise Automation
TS4500



Up to 128 Drives
up to 184TB per hour
Intelligent Media Changer
Up to 417 PB

LTO-9 Tape Drives
Up to 400 MB/s uncompressed Data Rate
18TB uncompressed Cartridge Capacity
Industry interoperable format

LTO Tape Industry Interoperable Tape Format	LTO-7 6 TB Up to 300 MB/s Downward R/W* compatible WORM and Encryption LTFS	LTO-8 12 TB Up to 360 MB/s Downward R/W* compatible WORM and Encryption LTFS	LTO-9 18 TB Up to 400 MB/s Downward R/W* compatible WORM and Encryption LTFS
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The TS1100 tape portfolio

 Spectrum Archive SDS			
TS1160 Tape Drive Up to 400 MB/s uncompressed Data Rate 20TB uncompressed Cartridge Capacity Media Capacity Uplift Enterprise Open Data Format			
			
ENTERPRISE EDITION			
TS1140 4TB 250 MB/s 2.5:1 Compression Fibre Channel Host interface Downward R/W* compatible JC Media Support JB Media Support WORM Encryption LTFS	TS1150 10TB 360 MB/s 2.5:1 Compression Fibre Channel Host interface Downward R/W* compatible JD Media Support JC Media Support WORM Encryption LTFS	TS1160 20TB 400 MB/s 2.5:1 Compression Fibre Channel Host interface ROCE Host interface SAS Host interface Downward R/W* compatible JD Media Support JC Media Support WORM Encryption LTFS	Enterprise Automation TS4500  Up to 128 Drives up to 184TB per hour Intelligent Media Changer Up to 351 PB

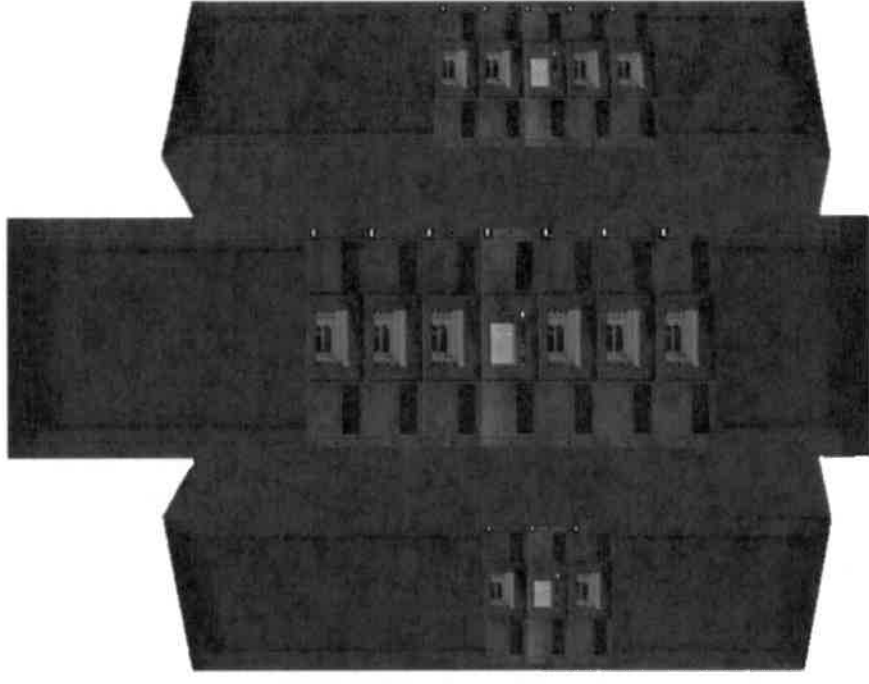
3592 cartridge media – higher capacity on same media

Drive marketing Name >> Models Name		TS1160 drive 3592 60F(FC), 60E (eth), 60S (SAS)		TS1155 drive 3592 55F(FC) 3592 55E (eth)		TS1150 drive 3592 E08(FC)		TS1140 drive 3592 E07 (FC)		Native performance	
Tape Cartridge Name	Format	Capacity	Data Rate	Capacity	Data Rate	Capacity	Data Rate	Capacity	Data Rate	Capacity	Data Rate
JE (data) JV(WORM)	JE J6 20TB	20 TB	Up to 400 MBps								
JM (short JE)	JE J6 20TB	5 TB	Up to 400 MBps								
JD (Data) JZ (WORM)	JD J5A 15TB	15 TB	Up to 360 MBps	15 TB	Up to 360 MBps						
JL (short JD)	JD J5A 15TB	3 TB	Up to 360 MBps	3 TB	Up to 360 MBps						
JD (Data) JZ (WORM)	JD J5 10TB	10 TB	Up to 360 MBps	10 TB	Up to 360 MBps	10 TB	Up to 360 MBps				
JL (short JD)	JD J5 10TB	2 TB	Up to 360 MBps	2 TB	Up to 360 MBps	2 TB	Up to 360 MBps				
JC (Data) JY (WORM)	JC J5 7TB	7 TB	Up to 300 MBps	7 TB	Up to 300 MBps	7 TB	Up to 300 MBps				
JK (short JC)	JC J5 7TB	900 GB	Up to 300 MBps	900 GB	Up to 300 MBps	900 GB	Up to 300 MBps				
JC (Data) JY (WORM)	JC J4 4TB	4 TB (R/O)	Up to 250 MBps	4 TB (R/O)	Up to 250 MBps	4 TB	Up to 250 MBps	4 TB	Up to 250 MBps	Up to 250 MBps	
JK (short JC)	JC J4 4TB	500 GB (R/O)	Up to 250 MBps	500 GB (R/O)	Up to 250 MBps	500 GB	Up to 250 MBps	500 GB	Up to 250 MBps	Up to 250 MBps	

TS4300 tape library – modular expandability

Modular Automation

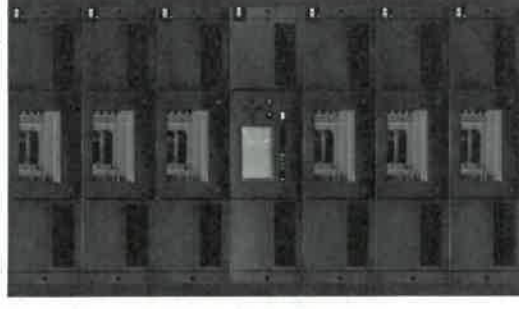
- Up to **5.04 PB** native capacity
- Up to **30.24 TB** per hour data rate
- **40 to 280** LTO storage slots
- Up to 35 I/O slots
- Up to **21 LTO** 9, 8, 7 & 6 hot-swappable tape drives
 - Combination of HH & FH drives
- Access Modes:
 - Support for random and sequential modes



IBM TS4300 - modular flexibility

	Per Base Module (One 3U)	Per Expansion (up to Six 3U)
Cartridge count	40	40
Capacity	720 TB	720 TB
I/O slots	Zero or 5	Zero or 5
Drive profile combinations	HH(3) or FH(1) HH(1) and FH(1)	HH(3) or FH(1) HH(1) and FH(1)
Drive generations	LTO-9,8,7,6	LTO-9,8,7,6
Drive interface	SAS or Fibre Channel	SAS or Fibre Channel
USB and ethernet 10/100/1000	Yes	No
Power supply (s)	Yes*	Optional*
Encryption	AES-256	AES-256
Rack mount	Optional	Required

* Additional power supply for continuity and when drives located in expansion



IBM TS4500 high density (HD) tape automation

Benefits

- Reduced floor space requirements and energy consumption
 - High density library and drive frames (HD2)
 - 10U “top rack” option
- Reduced operator training and management time with simplified GUI
 - Integrated management with built in LDAP, and analytic tools
 - Improved library management with control system that integrates built-in and external tools
- Scalability with support for up to 18 frames and 128 drives
- Improved availability and performance with dual active accessors



TS4500 specifications overview

Feature	TS1100/3592	TS10x0/LTO
Base frames	1	
Expansion frames	Up to 17	
Tape drives	Up to 128	
Data Rate per hour	Up to 184.3	Up to 184.3
Supported tape drives*	TS1150, TS1160	LTO-9,8,7
Supported Media	SAS, ROCE or Fibre Channel	SAS or Fibre Channel
Storage slot configuration	Up to 17,550	Up to 23,170
Native maximum capacity	Up to 351 PB	Up to 417 PB
Native compressed capacity	Up to 1.05 Exabytes**	Up to 1.04 Exabytes
I/O Stations	2 min, 8 max	
I/O Slots	Up to 128	Up to 144
High Availability robots	Up to 2	
Distributed systems attach	AIX®, IBM I®, MS Windows®, Linux®, Unix®	
Storage for IBM Z attach	Via TS7700	

* Only currently marketed drives listed.

**3:1 compression

What is the IBM TS7700?

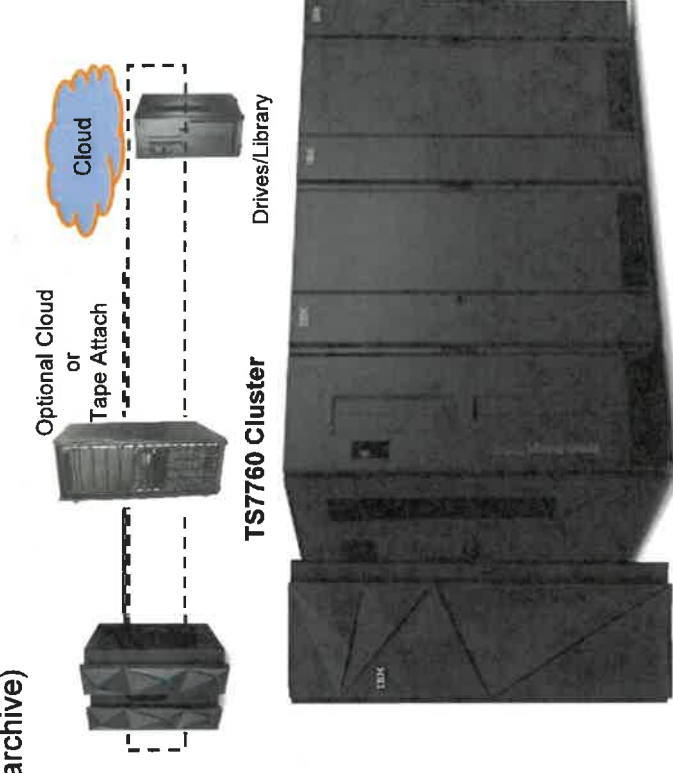
The IBM TS7700 family is virtual tape storage for IBM Z data with interconnection for up to 8 geographically placed systems called “clusters” in a redundant network configuration called a *Grid*, which provides enhanced data availability and simplified business continuance.

The TS7700 and its Grid architecture is unique, offering automated (hands-off) failover, replication, and automated hierarchical storage management.

Note: throughout this presentation, when “TS7700” is used, it implies the model used can be a TS7770 virtual tape server

IBM TS7770 Overview

- Agile Deployment
 - Access-centric applications (image data, report servers, critical backups, HSM ML2)
 - Cost-efficient applications (HSM, general backups, master-in, master-out, GDGs, archive)
- Over 3.9* PB Disk Cache Per System
 - Over 19 PB with 5:1 compression
- Up to 100PB Tape/Cloud Attach Support
 - 300 PB with 3:1 compression
 - TS1150, TS1140, TS1130 tape drives
 - TS4500 and TS3500 libraries
- Data Protected at All Levels
 - No performance impact
 - AES 256Bit Strong Encryption
- Dynamic Disk Pools
 - Distributed RAID
- 8-Way Grid Cloud Replication



TS7700 Data Resiliency

TS7700 disk encryption (zero performance impact)

- Internal key AES 256-bit encryption
- All R3.0+ and later CS9/CC9/CSA hardware is encryption ready
- Retroactive enablement in the field



External key AES 256-bit encryption

- All R3.0+ CS9/CC9/CSA hardware is encryption ready
- TKLM/ISKLM compatible at cluster granularity (excluding z/OS ISKLM)
- Retroactive enablement in the field for all CSA, CS9 and CC9 configurations
- Concurrent update from internal to external key management
- MI initiated key rotation supported

Ts1100 physical tape encryption

- Physical tape behind a TS7700 can be fully encrypted
- All encryption occurs at tape pool granularity allowing each pool of tapes to either enable/disable encryption & use unique keys when encryption is enabled
- All managed through policy management
- External key management through TKLM/ISKLM
- AES 256-bit



IBM Tape Storage Portfolio

Single Drive Edition

Library Edition

Enterprise Edition

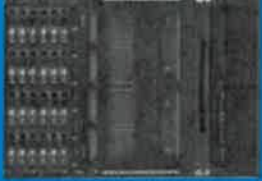

IBM Spectrum Archive

Entry	Midrange	Enterprise	
 TS2280 Bridge Box  7226 Multimedia Storage Enclosure	 TS4300 Rack Mount  TS4300 Expandable to 7 modules  TS2900 Desktop/Rack Media Loader	 TS4500  TS4500 Expandable to 18 frames  3592 Media  TS1160 / TS1150+ Tape Drives	LTO LTO 8, 7, 6 HH Tape Drives LTO 8, 7, 6 FH Tape Drives LTO Media

Storage for Z



TS7770



TS7770
Rack mounted

* Also supporting TS7700 environments

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AND
QCM TECHNOLOGIES, LLC**

**EXHIBIT B
Scope of Work**

Products and services will be purchased on an as needed basis.

**LINKING AGREEMENT
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THE CITY OF GLENDALE, ARIZONA
AND
QCM TECHNOLOGIES, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

A quote must be provided with each order.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Products and services to be purchased on an as needed basis per price quote.